AGENDA CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING May 14, 2020 9:00 a.m.

Meeting location: Virtual

Meeting can be viewed through Orange County TV's live stream go to <u>www.ocfl.net/OrangeTV</u>, or Orange TV (Channel 488 on Spectrum (formerly Bright House), Channel 9 on Comcast, 1081 Century Link Prism TV, and 10.2 Digital Over the Air)

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Executive Order 2020-69, and as extended by Executive Order 2020-112, both issued by Governor Ron DeSantis, "local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2, Florida Statutes" in order to establish quorums. As such, procedures for all CFX public meetings have been temporarily modified to allow public meetings to occur remotely and reduce the spread of transmission of the COVID-19 virus. Any public comments to the Board shall be emailed to <u>Public.Comment@CFXway.com</u> or by visiting the CFX Website at CFXway.com and must be received by 5:00 p.m. on May 13, 2020 to be included as part of the record. All comments will be shared with Board Members but only comments related to board items being voted upon will be included in the record. Please indicate the agenda item number related to your comments in your email subject heading.

Such comments are to be limited to any such items that are identified on this meeting agenda as requiring action. Public comments may be read into the record except that if the comments exceed 3 minutes in length, when read, they will only be attached as part of the minutes. In any case, all comments received will be distributed electronically to all members in advance of the meeting.

C. APPROVAL OF MARCH 12, 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. COVID-19 UPDATE Laura Kelley, Executive Director (info. Item)
- 2. ENVIRONMENTAL STEWARDSHIP COMMITTEE BOARD APPOINTMENTS Brenda Carey, Chairman (action item)

(CONTINUED ON PAGE 2)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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.

C. APPROVAL OF BOARD MEETING MINUTES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING March 12, 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) Andria Herr, Gubernatorial Appointment Jay Madara, Gubernatorial Appointment Commissioner Sean Parks, Lake County Commissioner Curt Smith, Brevard County

<u>Board Member Not Present</u>: Commissioner Brandon Arrington, Osceola County Mayor Jerry Demings, Orange County

<u>Staff Present at Dais:</u> Laura Kelley, Executive Director Mimi Lamaute, Recording Secretary

<u>Non-Voting Advisor Present:</u> 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.

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



C. <u>APPROVAL OF BOARD MEETING MINUTES</u>

A motion was made by Mayor Dyer and seconded by Commissioner VanderLey to approve the February 13, 2020 Board Meeting Minutes as presented. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Two (2) members, Commissioner Arrington and Mayor Demings were not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

- 1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 528-749 Preferred Materials, Inc.
 - b. Project 528-750 Preferred Materials, Inc.
 - 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

\$

\$

6.623.58

11,629.14

ENGINEERING

- 3. Approval of Second Contract Renewal with Pegasus Engineering, LLC, for Miscellaneous Design Consultant Services, Contract No. 001161 (Agreement Value: \$830,000.00)
- 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
- 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
- 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)

A motion was made by Ms. Herr and seconded by Mayor Dyer to approve the Consent Agenda as presented. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Two (2) members, Commissioner Arrington and Mayor Demings were not present.

E. <u>REPORTS</u>

1. CHAIRMAN'S REPORT

- Chairman Carey announced the following:
 - On March 2nd Governor DeSantis issued an Executive Order declaring a Public Health Emergency in the State of Florida due to the Coronavirus. Be mindful of your surroundings sand follow the recommendations of state and local health officials;
 - o Spring Break starts on March 16;
 - CFX has requested to add another 8 FHP troopers to the CFX system for the FY 20/21 Budget;
 - o The creation of a CFX Environmental Committee, listed on today's agenda;
 - There is a Budget Workshop following the April 9th Board meeting.

2. TREASURER'S REPORT

Commissioner VanderLey reported that toll revenues year-to-date as of January were \$290,461,347, which is 5.3% over projection and 8.2% over prior year.

Total Operations, Maintenance and Administration expenses were \$48.4 million year-to-date, which is 6.2% under budget.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- CFX's partnership with local county tax collectors for registration holds;
- Coronavirus preparation plan; and
- Congratulated Glenn Pressimone and Atkins Global for the 2020 Precast Prestressed Concrete Institute Award for the Wekiva Parkway.

F. REGULAR AGENDA ITEMS

1. SUSTAINABILITY PROGRAM

Bryan Homayouni Manager of Traffic Operations provided the specifics regarding CFX's Sustainability Program.

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

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

2. I-4 ULTIMATE PROJECT

John E. Tyler, Construction Engineer and Paul Wabi, I-4 Ultimate Construction Program Manager with FDOT District 5 provided an update on the I-4 Ultimate Project and timeline on the completion of the SR 408 improvements.

The Board Members asked questions which were answered by Mr. Tyler and Mr. Wabi.

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

3. COMMUNICATION PLAN FOR PAY BY PLATE

Manager of Communications Angela Melton provided an update on the marketing and communications efforts that are planned to inform the public about the new Pay By Plate rate, as well as promote the benefits of E-PASS to drivers.

The Board Members asked questions which were answered by Ms. Melton.

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

4. PART-TIME SHOULDER USE PROJECTS

Glenn Pressimone Chief of Infrastructure provided an overview on the widening projects on the SR 429 and SR 417. He also introduced the concept of part-time shoulder use as a means to maximize roadway capacity during peak travel periods and as a resource for use during accident management.

Mr. Pressimone introduced Pete Jenior, Associate Engineer with Kittelson & Associates, Inc. Mr. Jenior is working with CFX and is a part-time shoulder use expert in this field.

The Board Members asked questions which were answered by Mr. Pressimone and Mr. Jenior.

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

5. ENVIRONMENTAL COMMITTEE CHARTER

Chairman Carey introduced the concept of creating a CFX Environmental Committee. Executive Director Laura Kelley described the benefits of the Committee to CFX.

Discussion ensued regarding the details of the committee.

The Committee's Charter addressing the committee's mission, authority, responsibilities, composition, frequency of meetings, requirements for minutes, and how the Committee reports its findings to the board is attached as **Exhibit "A."**

Board members will submit their Committee appointments at the next Board meeting.

A motion was made by Mayor Dyer and seconded by Ms. Herr to approve the establishment of the CFX Environmental Committee. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Two (2) members, Commissioner Arrington and Mayor Demings were not present.

G. BOARD MEMBER COMMENT

The following board members commented:

• Ms. Herr

H. ADJOURNMENT

Chairman Carey adjourned the meeting at 10:05 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, <u>PublicRecords@CFXway.com</u>, or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, <u>www.CFXway.com</u>.

"Exhibit A"

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.

2

"Exhibit A"

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

D. Consent Agenda

CONSENT AGENDA May 14, 2020

ADMINISTRATIVE SERVICES

1. Approval of Right of Way Committee Reappointment – Christopher Murvin (Jay Madara's Nomination)

CONSTRUCTION

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

Project 599-537 United Signs & Signals	\$	157,725.48
Project 599-524 Precision Contracting Services, Inc.	\$	43,970.00
Project 599-156 The New Florida Industrial Electric, Inc.	(\$	43,828.44)
Project 253G SEMA Construction, Inc.	\$	17,047.11
Project 528-747 Hubbard Construction Co.	\$	471,804.55
Project 528-749 Preferred Materials, Inc.	(\$	148,834.43)
Project 528-750 Preferred Materials, Inc.	` \$	18,936.41
Project 528-143.01 Central Florida Underground	\$	4,660.42
	Project 599-524 Precision Contracting Services, Inc. Project 599-156 The New Florida Industrial Electric, Inc. Project 253G SEMA Construction, Inc. Project 528-747 Hubbard Construction Co. Project 528-749 Preferred Materials, Inc. Project 528-750 Preferred Materials, Inc.	Project 599-524 Precision Contracting Services, Inc.\$Project 599-156 The New Florida Industrial Electric, Inc.(\$Project 253G SEMA Construction, Inc.\$Project 528-747 Hubbard Construction Co.\$Project 528-749 Preferred Materials, Inc.(\$Project 528-750 Preferred Materials, Inc.\$

- 3. Approval of Applied Research Associates, Inc. as a Subconsultant for the Systemwide Material Testing and Geotechnical Services Contract with Ardaman & Associates, Inc., Contract No. 001434
- 4. Approval of Clencom, Inc. as a Subconsultant for the Poinciana Parkway ITS Contract with DRMP, Inc., Contract No. 001646
- 5. Ratification of Contract Award to Atlantic Civil Constructors Corp. for SR 408 Westbound Exit Ramp Improvements at Mills Avenue, Project 408-159, Contract No. 001664 (Agreement Value: \$1,470,157.29)
- 6. Ratification of Contract Award to Ranger Construction Industries, Inc. for SR 414 Milling & Resurfacing from Hawthorne Avenue to Keene Road, Project 414-754, Contract No. 001668 (Agreement Value: \$3,257,952.78)
- 7. Ratification of Contract Award to Ranger Construction Industries, Inc. for SR 414 Milling & Resurfacing from Keene Road to US 441, Project 414-755, Contract No. 001669 (Agreement Value: \$5,314,097.21)
- 8. Approval of Purchase Order to Media 1 Signs, Inc. for Toll Booth Wraps, Project 417-134 (Agreement Value: not-to-exceed \$84,700.00)

ENGINEERING

- 9. Approval of Real Image Solutions as a Subconsultant for the Miscellaneous Design Consultant Services Contract with Pegasus Engineering, LLC, Contract No. 001161
- Approval of Supplemental Agreement No. 2 with RS&H, Inc. for Design Consultant Services SR 417 Widening from John Young Parkway to Landstar Boulevard, Project 417-142, Contract No. 001313 (Agreement Value: not-to-exceed \$363,487.62)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

- Approval of Supplemental Agreement No. 1 with Horizon Engineering Group, Inc. for Design Consultant Services - SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project 417-149, Contract No. 001387 (Agreement Value: not-to-exceed \$510,745.68)
- Approval of Supplemental Agreement No. 4 with Atkins North America, Inc. for Design Consultant Services - SR 417 Widening from Narcoosee Road to SR 528, Project 417-150, Contract No. 001393 (Agreement Value: \$977,700.66)
- 13. Approval of Greenfield Diversified d/b/a Consulex, LLC as a Subconsultant for the Miscellaneous Design Consultant Services Contract with The Balmoral Group, LLC, Contract No. 001497
- 14. Approval of Final Ranking and Authorization for Fee Negotiations for Design Consultant Services for SR 516 Lake-Orange Expressway, Segments 1 & 3, Projects 516-236 & 516-238, Contract Nos. 001670 & 001671

FINANCE

15. Approval of Roadway Insurance Policy with Zurich American Insurance Company (Agreement Value: \$772,000.00)

INTERNAL AUDIT

- 16. Acceptance of the following Internal Audit Reports:
 - a. Prior Audit Recommendations: Semi-Annual Follow-Up
 - b. Procurement and Contract Billing Audit
 - c. DHSMV Data Security Assessment
 - d. DAVID Data Security Assessment
 - e. Payment Card Industry (PCI) Assessment with Report on Compliance
 - f. Secure Code Review

LEGAL

- 17. Review and Re-Adoption of CFX's Ethics Policy Pursuant to Section 348.753, Florida Statutes
- 18. Approval of Jurisdictional Transfer from CFX to Orange County, Florida Pertaining to SR 414, Project 414-211, Parcels 375A, Part 3 and 375C
- 19. Approval of Jurisdictional Transfer from CFX to Orange County, Florida pertaining to SR 414, Project 414-211, Parcel 408, Part H

MAINTENANCE

- 20. Approval of Supplemental Agreement No. 4 with AutoBase, Inc for Purchase of a New Road Ranger Truck, Contract No. 001437 (Agreement Value: not-to-exceed \$85,000.00)
- 21. Approval of First Contract Renewal with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance, Contract No. 001322 (Agreement Value: \$200,000.00)

PUBLIC OUTREACH

22. Approval of ARC Document Solutions, LLC as a Subcontractor for the Public Information Services Contract with Quest Corporation of America, Inc., Contract No. 001298

TECHNOLOGY/TOLL OPERATIONS

23. Approval of Purchase Order to PC Solutions & Integrations, Inc. for Vendor Network Support and Maintenance (Agreement Value: not-to-exceed \$134,158.35)

TRAFFIC OPERATIONS

- 24. Approval of Supplemental Agreement No. 3 with Vanasse Hangen Brustlin, Inc. for Three-Line Dynamic Message Signs Replacement Project, Project 599-545, Contract No. 001419 (Agreement Value: \$109,114.28)
- 25. Approval of Supplemental Agreement No. 2 with DRMP, Inc. for Wrong Way Driving Deployment, Project 599-526C, Contract No. 001438 (Agreement Value: not-to-exceed \$104,051.19)
- Approval of Contract Award to Metric Engineering, Inc. for Professional Engineering Consultant Services for Development of the Intelligent Transportation Systems Master Plan, Project 599-558, Contract No. 001616 (Agreement Value: not-to-exceed \$300,000.00)

The following items are for information only:

- A. The following is a list of advertisement(s) from March 9, 2020 through May 3, 2020:
 - 1. SR 516 Lake-Orange Expressway from West of Cook Road to Lake/Orange County Line Design Services
 - 2. SR 538 Poinciana Parkway Widening from Ronald Regan Parkway to Cypress Parkway Design/Build Services
 - 3. Systemwide Landscape Wildflower Program
 - 4. Wrong Way Driving Deployment
 - 5. CFX Customer Service Operations
 - 6. CFX Contact Center as a Service (CCaaS) Platforms
 - 7. Intelligent Interactive Voice Response (IVR) Systems
 - 8. Request for Information for Automated Coin Machines (ACMS)
- 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. SR 538 Widening Poinciana Parkway Design Build CEI Services
- 2. SR 429 Widening Stoneybrook West to Florida's Turnpike CEI Services
- 3. Systemwide Coatings CEI Services
- 4. Systemwide ITS, Lighting, Tolling CEI Services
- 5. Systemwide CEI Services (Small Sustainable Business Enterprise)
- 6. SR 528 Widening from SR 417 to Innovation Way Design Services

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

- 7. E-Pass Magnolia Service Center Renovations Design Build Construction
- 8. SR 417 Pond Modifications Construction Bid
- 9. SR 408 Aesthetic Coatings Construction Bid
- 10. South Access Road Slope Repair Construction Bid
- 11. SR 429 Pavement Repairs Construction Bid
- 12. SR 417 Widening from International Drive to John Young Parkway Construction Bid
- 13. SR 408/SR 417 Interchange Landscape Construction Bid
- 14. SR 408 from SR 417 to Alafaya Trail Landscape Construction Bid
- 15. Hiawassee Photovoltaic Re-advertise Design Build Construction
- 16. DMS Replacement Project Construction Bid
- 17. ITS Maintenance Contract
- 18. Disclosure Counsel
- 19. Supplier Diversity Support Consultant
- 20. Advocacy Services
- 21. Appraiser Services

CONSENT AGENDA ITEM #1

Mimi Lamaute

From:	Mimi Lamaute
Sent:	Monday, May 4, 2020 9:47 AM
То:	Mimi Lamaute
Subject:	FW: CFX - Reappointment of Mr. Murvin

From: Madara, Jay (NBCUniversal) <Jay.Madara@nbcuni.com>
Sent: Friday, February 14, 2020 8:09 AM
To: Mimi Lamaute <Mimi.Lamaute@cfxway.com>
Cc: Roth, Suzanne (NBCUniversal) <Suzanne.Roth@nbcuni.com>
Subject: RE: CFX - Reappointment of Mr. Murvin

Confirmed, thank you Mimi.

From: Mimi Lamaute <<u>Mimi.Lamaute@cfxway.com</u>>
Sent: Friday, February 14, 2020 8:08 AM
To: Madara, Jay (NBCUniversal) <<u>Jay.Madara@nbcuni.com</u>>; Madara, Jay (NBCUniversal) <<u>Jay.Madara@nbcuni.com</u>>; Cc: Roth, Suzanne (NBCUniversal) <<u>Suzanne.Roth@nbcuni.com</u>>
Subject: [EXTERNAL] CFX - Reappointment of Mr. Murvin

Good morning Jay,

Mr. Murvin has been serving on the Right of Way Committee since April 14, 2016. He was reappointed at the April 2018 board meeting. His service is greatly appreciated.

Would you please confirm by e-mail that you wish to reappoint him to the Right of Way Committee for another two year term?

Respectfully,

Mimi

Mimi Lamaute Board Services Coordinator/ CFX Financial Disclosure Coordinator

Central Florida Expressway Authority 4974 ORL Tower Road • Orlando, FL 32807 407.690.5310 (p) • (f) 407.690.5384 CFXway.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.



Christopher R. Murvin

Senior Vice President Business Affairs and General Counsel, Golf Channel

Right of Way Committee Appointment Request by Jay Madara



Christopher R. Murvin, as Senior Vice President of Business Affairs and General Counsel for Golf Channel, an NBC Sports Group Company, is responsible for managing all of the company's legal affairs, including management of the company's relationships with PGA TOUR, European Tour, LPGA, USGA, PGA of America, the R&A and Augusta National, as well the relationships with the company's international distributors. As a founding stockholder of Golf Channel, Murvin worked on the creation of Golf Channel from its inception in 1991 while in private practice in Birmingham, and relocated to Orlando in 1994 to prepare for its launch in 1995.

Murvin began his career at Price Waterhouse & Co. after graduating with honors from Auburn University in 1974 with a B.S. in Accounting. After attaining his CPA designation and practicing in the audit and tax areas for three years, Murvin enrolled at Cumberland School of Law where he graduated Magna Cum Laude in 1980 and after serving as Editor-in-Chief of the Cumberland Law Review.

While in private practice in Birmingham, Murvin focused on representing clients in the real estate development, cable television, cellular telephone, security monitoring, manufactured housing, resource extraction, computer peripheral, and automotive businesses by providing general corporate, M & A, private and public finance, tax and SEC compliance services.

Murvin is a member of the American Institute and Alabama Society of Certified Public Accountants, Alabama and Florida Bars, United States Tax Court, Florida Bar Association; Tax, Business Law and Intellectual Property Sections.

CONSENT AGENDA ITEM #2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

- TO: CFX Board Members
- FROM: Ben Dreiling, P.E. Director of Construction
- DATE: April 28, 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	ginal Contract Amount (\$)	 evious Authorized Adjustments (\$)	Requested (\$) May 2020]	Fotal Amount (\$) to Date*	Time Increase or Decrease
599-537	United Signs & Signals	Systemwide DCS & CCTV Deployment	\$ 6,414,469.00	\$ -	\$ 157,725.48	\$	6,572,194.48	4
599-524	Precision Contracting Services, Inc.	Network Phase II Project	\$ 1,289,307.25	\$ -	\$ 43,970.00	\$	1,333,277.25	0
599-156	The New Florida Industrial Electric, Inc.	SR 408 WB Exit to Old Winter Garden Rd. Traffic Signals	\$ 376,133.88	\$ -	\$ (43,828.44)	\$	332,305.44	0
253G	SEMA Construction, Inc.	SR 408/SR 417 Interchange Improvements Phase II	\$ 63,700,000.00	\$ 4,461,489.33	\$ 17,047.11	\$	68,178,536.44	0
528-747	Hubbard Construction Co.	SR 528 Milling & Resurfacing, SR 417 to Innovation Way	\$ 11,158,000.00	\$ -	\$ 471,804.55	\$	11,629,804.55	0
528-749	Preferred Materials, Inc.	SR 528 Milling & Resurfacing, Innovation Way to East of Dallas Blvd.	\$ 7,826,000.00	\$ 6,623.58	\$ (148,834.43)	\$	7,683,789.15	0
528-750	Preferred Materials, Inc.	SR 528 Milling & Resurfacing, East of Dallas Blvd. to SR 520	\$ 7,829,000.00	\$ 706,202.74	\$ 18,936.41	\$	8,554,139.15	0
528-143.01	Central Florida Underground	SR 528/SR 436 OUC East Casing Jack & Bore (JPA)	\$ 294,132.00	\$ -	\$ 4,660.42	\$	298,792.42	0
				TOTAL	\$ 521,481.10			

* Includes Requested Amount for this current month.

Reviewed By:

10680 Innel DIM

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

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



Project 599-537: Systemwide DCS & CCTV Deployment United Signs & Signals SA 599-537-0520-01

Plan Revision 1 Quantities

Modify pay item quantities implemented in Plan Revision 1 that originated to comply with the video sharing agreement between CFX and Florida Turnpike Enterprise (FTE).

Prestressed Concrete Pole, F&I, Custom Design	\$	8,72
MODIFY THE FOLLOWING ITEMS:		
Fiber Optic Cable, 72 SM Fiber, F&I	\$	(1
Pull Box, F&I	\$	(9,3)
Small Fiber Optic Pull Box, 24" Diameter, F&I	\$	(3,7
Large Fiber Optic Pull Box, 36" Diameter, F&I	\$	(1,9
Conduit, 2-1" HDPE, Trench or Plow, F&I	\$	(.
Conduit, 3-1" HDPE, Trench or Plow, F&I	\$	(4,4
Conduit, 3-1" HDPE and 1-2" PVC, Directional Bore, F&I	\$	(6,8
Conduit, 1-2" PVC, Trench or Plow, F&I	\$	(8,4
Conduit, 1-2" PVC, Directional Bore, F&I	\$	(7,9
Conduit, 1-2" RGS, Aboveground, F&I	\$	(5
Tubular Route Marker, Fiber	\$	(3
Radiodetection Side Leg Terminator (SLT), 445, F&I	\$	5
Electrical Power Service Assembly, Adjust, F&I	\$	(1,8
Electrical Service Disconnect, Pole, F&I	\$	(1,6
Electrical Power Transformer, F&I	\$	(9
Electrical Conductors, Insulated, #4, F&I	\$	(7,8
Electrical Conductors, Insulated, #6, F&I	\$	(
Type P-IIA Concrete Pole	\$	(1,5
TMS, 30' Pole, F&I	\$	(26,8
ITS Device Cabinet, Base Mounted, Heat Shield, F&I	\$	(8,8
Gigabit Ethernet Field Switch, F&I	\$	(9,8
Fiber Optic Patch Panel, 12 Port, F&I	\$	(2,9
Cut-to-Length Fiber Optic Jumper, F&I	\$	(3
Uninterruptible Power Supply, F&I	\$	(5,0
Remote Power Manager/Environmental Sensor, F&I	\$	(1,9
CCTV Field Assembly, F&I	\$	(4,0
Camera Lowering System, 50' Pole, F&I	<u>\$</u>	(45,3
	\$	(162,4
Subtotal: Plan Revision 1 Quantities	\$	(153,7
ling Pull Boxes		

MODIFY THE FOLLOWING ITEM:	
Pull Box, F&I	\$ 34,001.92

Duct Bank Replacements

Replace the fiber optic conduit duct bank and fiber optic cable at 2 locations on SR 408 and SR 528

MODIFY THE FOLLOWING ITEMS:	
Fiber Optic Cable, 72 SM Fiber, F&I	\$ 28,726.60
Fiber Optic Cable, Existing, Remove	\$ 5,793.60
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$ 2,588.10
Fiber Optic Fusion Splice	\$ 17,318.07
Existing Fiber Optic Splice Enclosure Re-Entry	\$ 1,904.00
Conduit, 8-1" HDPE, Trench or Plow, F&I	\$ 14,280.00
Conduit, 6" HDPE Outer Duct w/ 8-1" HDPE, Directional Bore, F&I	\$ 23,458.33
	\$ 94,068.70

Added Tone Wire Replacement Limits

Provide payment for added limits for the proposed tone wire replacement for the locate management system (LMS) upgrades. Added tone wire replacement limits include various sections on SR 408, SR 429, SR 91, SR 417 and SR 528.

MODIFY THE FOLLOWING ITEM:	
Tone Wire, Underground, In Conduit, F&I	\$ 183,383.15

Hurricane Dorian Time Extension

Time extension of 4 non-compensable days for delays to the construction schedule on $\frac{8}{30}$ and $\frac{9}{2}$ and $\frac{9}{4}$ ue to Hurricane Dorian.

Increase Contract Time <u>4</u> Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 599-537

\$ 157,725.48

Project 599-524: Network Phase II Project Precision Contracting Services, Inc. SA 599-524-0520-01

Add Splicing from CFX 408-128 Project

Add splicing of fiber optic drop cables and reprogramming IP addresses for all ITS devices within the CFX Project 408-128 construction limits. Due to the timing of the two projects, and in order to maintain ITS device functionality, the work was performed under this project.

ADD THE FOLLOWING ITEMS:		
Mobilization, 408-128	\$	8,500.00
Maintenance of Traffic, 408-128	\$	350.00
Reprogramming of Device IP Addresses, 408-128	\$	5,995.00
	\$	14,845.00
MODIFY THE FOLLOWING ITEMS:		
Fiber Optic Fusion Splice	\$	15,100.00
Existing Fiber Optic Splice Enclosure Re-Entry	\$	14,025.00
	\$	29,125.00
Subtotal: Add Splicing from CFX 408-128 Project	\$	43,970.00
TOTAL AMOUNT FOR PROJECT 599-524	<u>\$</u>	43,970.00

Project 599-156: SR 408 WB Exit to Old Winter Garden Rd. Traffic Signals The New Florida Industrial Electric, Inc. SA 599-156-0520-01

Adjustments to Final Quantities for Completed Contract Items

The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

INCREASE THE FOLLOWING ITEMS: Portable Changeable Message Sign, Temp	\$	59.32
Detectable Warnings	\$	174.08
Retro-Reflective Pavement Markers	\$	74.10
	\$	307.50
DECREASE THE FOLLOWING ITEMS:		
Fencing, Type B, 6', Black Vinyl Coating	\$	(259.56)
Conduit, Open Trench, F&I	\$	(1,194.28)
Conduit, Directional Bore, F&I	\$	(381.90)
Conduit, Above Ground, F&I	\$	(110.05)
Fiber Optic Cable, Install, Underground, 12 SM	\$	(67.60)
Pull & Splice Box, F&I, 13"x24" Cover Size	\$	(1,682.09)
Thermoplastic Pavement Markings, Standard, White, Solid, 12"	\$	(37.10)
Thermoplastic Pavement Markings, Standard, White, Solid, 24"	\$	(59.36)
Thermoplastic Pavement Markings, Standard, Yellow, Solid, 18"	\$	(27.80)
Thermoplastic Pavement Markings, Preformed, White, Solid, 24"	\$	(791.20)
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	(34,525.00)
	\$	(44,135.94)
Subtotal: Adjustments to Final Quantities for Completed Contract Items	\$	(43,828.44)
I AMOUNT FOD DDOIFCT 500 156	¢	(13 979 11)

TOTAL AMOUNT FOR PROJECT 599-156

<u>\$ (43,828.44)</u>

Project 253G: SR 408/SR 417 Interchange Improvements Phase II SEMA Construction, Inc. SA 253G-0520-09

Concrete Ditch Pavement In-Between Pier Protection Barrier

The Contractor was directed to construct concrete ditch pavement in lieu of miscellaneous asphalt between the pier protection barriers in the median of SR 408. The area is difficult to access and concrete will require reduced maintenance over time.

ADD THE FOLLOWING ITEM: Concrete Ditch Pavement In-Between Pier Protection Barrier	\$	13,993.76
<u>Temporary Attenuator Repair on the Ramp from NB SR 417 to WB SR 408</u> The Contractor was directed to install a temporary attenuator and temporary barrier wall on the ramp from 408. The Contractor's cost for repairs to the impact attenuator at this location are reimbursable.	NB SR 417	to WB SR
ADD THE FOLLOWING ITEM: Temporary Attenuator Repairs	\$	3,053.35
TOTAL AMOUNT FOR PROJECT 253G	\$	17,047.11

Project 528-747: SR 528 Milling & Resurfacing, SR 417 to Innovation Way Hubbard Construction Co. SA 528-747-0520-01

LiDAR Adjustments & Cross Slope Corrections Quantity Adjustments

These increases to the asphalt pay item quantities are attributed to the additional quantities required to perform the LiDAR adjustments and cross slope corrections.

INCREASE THE FOLLOWING ITEMS:		
Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	\$	3,941.19
Superpave Asphaltic Concrete, Traffic C	\$	41,604.83
Superpave Asphaltic Concrete, Traffic D	\$	2,757.03
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$	56,826.28
Miscellaneous Asphalt Pavement	\$	110,320.63
	\$	215,449.96
ADD THE FOLLOWING ITEMS:		
Guardrail Reset, Single Faced	\$	51,825.20
Guardrail Reset, Double Faced	\$	44,689.80
Guardrail End Anch Assembly/End Treatment, Trailing	\$	1,115.00
Guardrail Mobilization	\$	5,853.76
Additional MOT for Guardrail		59,446.56
	<u>\$</u> \$	162,930.32
Subtotal: LiDAR Adjustments & Cross Slope Corrections Quantity Adjustments	\$	378,380.28
Additional Pavement Layer on Ramp G5/G3		
An additional 2.5" structural layer of asphalt was added on Ramp G5/G3.		
INCREASE THE FOLLOWING ITEMS:		
Milling Existing Asphalt Pavement, 4 3/4" Avg Depth	\$	41,652.52
Superpave Asphaltic Concrete, Traffic D	\$	80,608.11
	\$	122,260.63
DECREASE THE FOLLOWING ITEM:		
Milling Existing Asphalt Pavement, 2 3/4" Avg Depth	\$	(28,836.36)
Subtotal: Additional Pavement Layer on Ramp G5/G3	\$	93,424.27
TOTAL AMOUNT FOR PROJECT 528-747	\$	471,804.55

Project 528-749: SR 528 Milling & Resurfacing, Innovation Way to East of Dallas Blvd. Preferred Materials, Inc. SA 528-749-0520-03		
Roadway Base Thickness Adjustment The specifications provided for thickness adjustments for asphalt base.		
INCREASE THE FOLLOWING ITEM: Optional Base Group 09	\$	306.60
Extra Length Posts for Type B Fence Installation The specifications provided for compensation of extra length fence posts when required due to field condition	15.	
ADD THE FOLLOWING ITEM:		
Fence Type B, 2"x12' Galvanized Posts, Extra Length	\$	3,139.81
High-Speed Laser Profile Testing High-speed laser profile testing and data analysis was added to the scope of the project.		
ADD THE FOLLOWING ITEM:		
High-Speed Laser Profile Testing	\$	2,695.00
<u>Provisions for Upcoming Bridge Removal Project - Farm Access Road #1</u> Due to a future bridge removal project at Farm Access Road #1, the pavement markings were changed from pretroreflective tape (PPRT) to thermoplastic. Adjustments to the guardrail, shoulder gutter, and an inlet repair the limits of the upcoming project.		-
ADD THE FOLLOWING ITEMS:		
3M Removable Tape, White, Solid, 6"	\$	9,868.43
3M Removable Tape, White, Skip	\$	3,161.73
3M Removable Tape, Yellow, Solid, 6"	\$	9,868.43
Painted Pavement Mark, Final Surface Thermoplastic, Standard-OP, White, Solid, 6"	\$ \$	3,850.00 6,503.75
Thermoplastic, Standard-OP, White, Skip, 6"	\$ \$	2,062.50
Thermoplastic, Standard-OTH, Yellow, Solid, 6"	\$	6,503.75
	\$	41,818.59
DECREASE THE FOLLOWING ITEMS: Miscellaneous Asphalt	\$	(8,932.02)
Inlet Gutter, Type S, Partial	\$	(3,550.00)
Shoulder Gutter Concrete	\$	(856.80)
Guardrail Roadway, General, TL-3	\$	(26,183.03)
Guardrail Roadway, Double Face	\$	(5,533.80)
Rub Rail for Guardrail, Single Sided Rub Rail	\$	(1,502.30)
Special Guardrail Post Special Steel Post for Concrete Struct Mount	\$	(900.00)
Guardrail Removal	\$	(4,185.75)
Guardrail End Treatment Parallel Approach Terminal	\$	(5,600.00)
Guardrail End Treatment Trailing Anchorage Type II	\$ \$	(1,400.00) (8,500.00)
Guardrail End Treatment Double Face Approach Terminal Pavement Marking Performance Tape, HP, Yellow, Solid, 6"	\$ \$	(44,555.38)
Pavement Marking Performance Tape, HP, Black/White, Solid, 9"	\$	(64,916.47)
Pavement Marking Performance Tape, HP, Black/White, 10-30 Skip, 9"	\$	(20,178.88)
	\$	(196,794.43)
Subtotal: Quantity Adjustments: Farm Access Road #1 - Upcoming Bridge Removal Project	\$	(154,975.84)

TOTAL AMOUNT FOR PROJECT 528-749

\$ (148,834.43)

Project 528-750: SR 528 Milling & Resurfacing, East of Dallas Blvd. to SR 520 Preferred Materials, Inc. SA 528-750-0520-04

<u>Roadway Base Thickness Adjustment</u> The specifications provided for thickness adjustments for asphalt base.

INCREASE THE FOLLOWING ITEM: Optional Base Group 09	\$	2,397.72
Extra Length Posts for Type B Fence Installation The specifications provided for compensation of extra length fence posts when required due to field conditions.		
ADD THE FOLLOWING ITEM: Fence Type B, 2"x12' Galvanized Posts, Extra Length	\$	13,843.69
High-Speed Laser Profile Testing High-speed laser profile testing and data analysis was added to the scope of the project.		
ADD THE FOLLOWING ITEM:	¢	2 (05 00
High-Speed Laser Profile Testing	\$	2,695.00
TOTAL AMOUNT FOR PROJECT 528-749	\$	18,936.41

Project 528-143.01: SR 528/SR 436 OUC East Casing Jack & Bore (JPA) Central Florida Underground SA 528-143.01-0520.01

Fiber Optic Conduit Adjustment & Utility Soft Digs

A pay item was added to adjust the fiber optic conduit and perform utility soft digs to locate existing utilities and verify clearances.

ADD THE FOLLOWING ITEM:	
FOC Soft Dig Verification & Adjustments	\$ 14,660.42

Final Quantities of Work

The following adjusted the pay item quantity to reflect final quantities for items of completed work. The adjustment is consistent with contract provisions. The decrease of work order allowance is attributed to no work orders to reconcile.

DECREASE THE FOLLOWING ITEM: Work Order Allowance	\$	(10,000.00)
TOTAL AMOUNT FOR PROJECT 528-143.01	<u>\$</u>	4,660.42

CONSENT AGENDA ITEM #3

MEMORANDUM

TO:CFX Board MembersFROM:Aneth Williams
Director of Procurement

Aneth Williams Aneth Williams (May 6, 2020)

DATE: April 27, 2020

SUBJECT: Approval of Applied Research Associates, Inc. (ARA) as a Subconsultant for the Systemwide Material Testing and Geotechnical Services Contract with Ardaman & Associates, Inc. Contract No. 001434

Ardaman & Associates, Inc., CFX's Systemwide Material Testing and Geotechnical Services Consultant has requested approval to use ARA to provide evaluation of existing pavement and analysis of the data obtained from the test. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Ardaman & Associates, Inc. when its contract with CFX was originally awarded.

Board approval of ARA as subconsultant to Ardaman & Associates, Inc. is requested.

Reviewed by: Ben Dreiling, PE (May 6, 2020)

Ben Dreiling, PE Director of Construction

> Glenn Pressimone Glenn Pressimone (May 6, 2020)

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

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: <u>Ardaman & Associates, Inc.</u> Date: <u>04/28/2020</u>				
CFX Contract Name: Systemwide Materials Testing and Geotechnical Services CFX Contract No.:001434				
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:Applied Research Associates, Inc.				
Address: 2217 W. Baker Lane, Austin, Texas 78758				
Phone No.: 352-281-9654				
Federal Employee ID No.:85-0276434				
Description of Services to Be Sublet: <u>Pavement Evaluation Services – Various Roadways</u>				
Estimated Beginning Date of Sublet Services: May 1, 2020 Estimated Completion Date of Sublet Services: May 1, 2022 Estimated Value of Sublet Services*: \$				
Recommended by:				
Attach Subconsultant's Certificate of Insurance to this Request.				

CONSENT AGENDA ITEM #4

MEMORANDUM

TO:	CFX Board Members		
FROM:	Aneth Williams Director of Procurement	Aneth Williams (May 6, 2020)	
DATE:	April 27, 2020		
SUBJECT:	Approval of Clencom, Inc. as a Subconsultant for the Poinciana Parkway ITS Contract with DRMP, Inc. Contract No. 001646		

DRMP, Inc., CFX's Poinciana Parkway ITS Construction Engineering and Inspection Consultant has requested approval to use Clencom, Inc. to provide ITS equipment inspection services and infrastructure installation. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by DRMP, Inc. when its contract with CFX was originally awarded.

Board approval of Clencom, Inc. as subconsultant to DRMP, Inc. is requested.

Reviewed by: Ben Dreiling, PE (May 6, 2020)

Ben Dreiling, PE Director of Construction

Glenn Pressimone Glenn Pressimone (May 6, 2020)

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: DRMP, Inc.	Date: 04/17/2020
CFX Contract Name: SR 538 Poinciana Parkway ITS	CFX Contract No.: 00164,6
Authorization is requested to sublet the services identified below which are inclu approval to sublet services to:	ided in the above referenced Contract. Consultant requests
Subconsultant Name: Clencom, Inc.	
Address: 2918 Sharer Road, Tallahassee F1 32312	
Phone No.: (321) 229-3333	
Federal Employee ID No.: 83-2269543	
Description of Services to Be Sublet: Inspection of Contractor	r's ITS Equipment and
Infrastructure Installation	
Estimated Beginning Date of Sublet Services: 03/02/2020	c
Estimated Completion Date of Sublet Services: 09/30/2020	
Estimated Value of Sublet Services*: <u>\$89,347.50</u> *(Not to exceed \$25,000 without prior Board Approval)	
Consultant hereby certifies that the proposed subconsultant has been advised of, a Contract with CFX that are applicable to the subconsultant and the services to be Requested By:	and agrees to, the terms and conditions in the Consultant's sublet:
Brian Crowl, Senior Project Engineer	£
Title	
Recommended by: (Signature of Appropriate CFX Director/Manager)	05/04/2020
Approved by:	Date:05/04/2020
Attach Subconsultant's Certificate of Inst	urance to this Request.
	ά.

CONSENT AGENDA ITEM #5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

FROM: Aneth Williams Director of Procurement

Aneth William

DATE: April 27, 2020

SUBJECT: Ratification of Contract Award to Atlantic Civil Constructors Corp. for SR 408 Westbound Exit Ramp Improvements at Mills Avenue Project 408-159, Contract No. 001664

An Invitation to Bid for the referenced project was advertised on February 23, 2020. Responses to the invitation were received from four (4) contractors by the April 1, 2020 deadline.

Bid results were as follows:

Bidder **Bid Amount** Atlantic Civil Constructors Corp. 1. \$1,470,157.29 DP Development, LLC 2. \$1,580,122.94 Southern Development & Construction, Inc. 3. \$1,676,000.00 \$1,717,161.71

Hubbard Construction Co. 4

The engineer's estimate for this project is \$1,360,308.14 and \$900,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 408-159 reviewed the low bid submitted by Atlantic Civil Constructors Corp. and determined that the low bid unit prices are not unbalanced.

This project consists of providing all labor, materials, equipment and incidentals necessary to construct SR 408 westbound exit ramp improvements at Mills Avenue, which includes the realignment and widening of the off-ramp to provide dual left-turn lanes.

The Procurement Department evaluated the bids and determined the bid from Atlantic Civil Constructors Corp. to be responsible and responsive to the bidding requirements. The award was approved by the Executive Director on April 7, 2020 to keep production on schedule. Board ratification of the contract to Atlantic Civil Constructors Corp. in the amount of \$1,470,157.29 is requested.

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

Reviewed by: Ben Dreiling, PE (May 6, 2020)

Ben Dreiling, P.E. Director of Construction

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Glenn Pressimone

WWW.CFXWAY.COM



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:	Laura Kelley Executive Director
FROM:	Aneth Williams Director of Procurement
SUBJECT:	Approval of Contract Award to Atlantic Civil Constructors Corp. for SR 408 Westbound Exit Ramp Improvements at Mills Avenue Contract No. 001664, Project 408-159
DATE:	April 7, 2020

On April 1, 2020, Invitation for Bids were received from four (4) bidders for the above-mentioned project. Due to the Board Meeting scheduled for April 9, 2020 being cancelled, your approval is requested to award the following contract to keep production on schedule. Staff will seek Board ratification at the next Board Meeting on May 14, 2020.

The bids were reviewed by the Procurement Department and the low bid was found to be responsible and responsive to the bidding requirements. The low bid from Atlantic Civil Constructors Corp. falls within the generally accepted tolerance threshold.

Engineer's Estimate: \$1,360,308.14

DP Development, LLC

Atlantic Civil Constructors Corp.

Digitally signed by Laura

\$1,470,157.29 \$1,580,122.94 Southern Development & Construction, Inc. \$1,676,000.00

3. 4. Hubbard Construction Co.

Approve Award

Bidder

1.

2.

Reject Award

Bid Amount

\$1,717,161.71

Laura Kelley Kelley Date: 2020.05.04 10:53:59 Laura Kelley, Executive Director

If rejected, reason(s) for rejection:

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CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ATLANTIC CIVIL CONSTRUCTORS CORP.

SR 408 WESTBOUND EXIT RAMP IMPROVEMENTS AT MILLS AVENUE

PROJECT NO. 408-159 CONTRACT NO. 001664

CONTRACT DATE: APRIL 8, 2020 CONTRACT AMOUNT: \$1,470,157.29

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, ADDENDA, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SR 408 WESTBOUND EXIT RAMP IMPROVEMENTS AT MILLS AVENUE

PROJECT NO. 408-159 CONTRACT NO. 001664

APRIL 2020

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Plans - seperate document - vol 2

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CONTRACT

This Contract No. 001664 (the "Contract"), made this <u>8th</u> day of <u>April</u>, 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and <u>Atlantic Civil</u> <u>Constructors Corp.</u>, of <u>7575 KingsPointe Parkway, Ste 12A, Orlando, Florida, 32819</u>, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project 408-159, SR 408 Westbound Exit Ramp Improvements at Mills Avenue, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 105 calendar days. The Contract Amount is \$1,470,157.29. This Contract was awarded by the Executive Director of CFX on April 8, 2020.

The Contract Documents consist of:

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

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

By:	Aneth Wil	liams	Digitally signed by Aneth W Date: 2020.05.07 14:20:41 -0	illiams 4'00'		
		Direc	ctor of Procures	nent		
DAT	E:					
	ATLANTIC	CIVIL CON	STRUCTORS	CORP.		
	By: Christo	pher G S	OUSA C	CCIVIL CONSTRUCTORS CORPORATION	I, CU=ATLANTIC a. 55E0	
i	Dy	Signa	and the second states of the s	99 2001		
		Chris S	ousa			
2	2- <u></u>	Print	Name			
		Pres	ident			
		Title		Med. 10		
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	ATTEST:		- Date.	2020.04.21 10.30.32 -0	<u>(Seal)</u>	19 Stelling
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Appr	oved as to forr	n and evecut	on only			
Арри			on, ony.			-1 (= 1 ⁻¹) Meron (35) ²
	Genera	al Counsel for	r CFX Digitally sig	ined by Woody		
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	Rodri	guez	Date: 2020. 	05.07 14:14:54		
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS April 9, 2020

This Pre-Award Meeting Memorandum ("Memorandum") for SR 408 Westbound Off-Ramp Improvements at Mills Avenue, CFX Project No. 408-159, is made and entered this 9th day of April 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX,", and the apparent successful responsive and responsible bidder, Atlantic Civil Constructors Corporation ("Contractor"), a Florida corporation with offices at 7575 Kingspointe Pkwy, Ste. 12A, Orlando, FL 32819, (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, the CFX will enter into an agreement with Contractor to construct Project No. 408-159 SR 408 Westbound Off-Ramp Improvements at Mills Avenue pursuant to the execution of this Memorandum;

WHEREAS, CFX has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Project No. 408-159 and the Contractor has agreed to provide such Services in accordance with its bid of April 1, 2020;

WHEREAS, the Services generally consists of the construction of SR 408 Westbound Exit Ramp Improvements at Mills Avenue, which includes the realignment and widening of the off-ramp to provide dual left-turn lanes. The improvements also include the addition of a mast arm traffic signal, signing and pavement marking improvements, and drainage improvements as shown on the Plans;

WHEREAS, the Contractor has demonstrated its qualification, capability and willingness to provide the Services;

NOW, THEREFORE, the Parties agree as follows:

1. PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

A meeting was held on April 9, 2020, between 1:00 p.m. and 2:00 p.m., in accordance with Article 3.4, Pre-Award Meeting, of the General Specifications. The purpose of the meeting was to address all questions or differences in interpretations of the documents, to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents (i.e., if the Contractor suspects or believes, based on the Contractor's prior experience or on the overall specifications, that a literal interpretation of one or more particular specifications does not

accurately reflect what CFX wants or needs, then the Contractor should raise such issue at the preaward meeting so the parties can reach agreement as to how the specification should be handled and whether any adjustments to the specification and/or bid price are appropriate), and to provide clarifications. The Contractor's key personnel together with CFX's representatives, attended the meeting.

2. PROCEDURES

At the meeting, the Plans, Specifications and other Contract Documents which were used by the Contractor in preparing its bid were reviewed. Items that could be the cause of potential claims were identified and CFX will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

3. ITEMS DISCUSSED AND AGREED TO

- A. The Contractor acknowledged that they have reviewed the Bid Documents in detail. The Contractor stated that they have not identified any errors, omissions, or items of concern with the Bid Documents as it relates to their bid and has agreed to proceed with the work in accordance with all requirements outlined within these Bid Documents.
- B. The Contractor acknowledged and agreed to SP-1 requiring that the work reach Substantial Completion within 75 calendar days and that the work shall be completed and ready for Final Acceptance within 105 calendar days after the charging of Contract Time begins. SP-2 allows for a 150-day flex time following the Notice to Proceed, during which contract time will not be charged, to allow for procurement of the traffic signal mast arms.
- C. CFX agreed to issue a Letter of Intent to allow the Contractor to proceed with the shop drawing submittal process and procurement of the signal mast arms while the contract is being executed.
- D. The Contractor acknowledged and understands that they will be held to the requirements of the FY 2019-20 FDOT Standard Plans 102 Series for all Maintenance of Traffic (MOT) operations for this project. The Contractor understands the requirements of the Temporary Traffic Control, Phasing, and Detour Plans (sheets 031 thru 038) provided in the construction plans.
- E. In coordination with and per City of Orlando's request, CFX plans to add a closed-circuit television (CCTV) camera to the project scope through a future plans revision. The Contractor acknowledged and did not raise any objections to this future change.
- F. Per the Contractor's request, CFX stated they would consider allowing work prior to the end of the 150-day flex time. CFX requested a detailed plan regarding how the Contractor would handle the lane configuration prior to installation of the traffic signals.

G. The Contractor acknowledged that they may be required to obtain a R/W Utilization permit from FDOT for installation of the proposed infrastructure. CFX stated that they are close to having a General Use permit established with FDOT that may alleviate this requirement.

4. EXECUTION

It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between CFX and Contractor.

IN WITNESS WHEREOF, this agreement has been executed by CFX and the Contractor effective on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Ву: //
Name
Director of Construction
Title Antonforte Witness
ATLANTIC CIVIL CONSTRUCTORS CORPORATION
By: CHRIS Sousa Chifma
Name
PRESIDENT
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SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

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

The term "significant change" applies only when:

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

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

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

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

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

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

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

Payment for burden shall be limited solely to the following:

Table 2.3.2.1	Tabl	le 2	.3.2	2.1	
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Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

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

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

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

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

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

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

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

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract TimeC = 8%D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3.6 Cost Savings Initiative Proposal

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

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

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

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP. For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Claims by Contractor

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

2.4.2 Notice of Claim:

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

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

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

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

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

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

- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

- 3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Design Standards are available from the FDOT.
- 3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

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

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

3.1.4.1. Definitions:

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

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

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like. 3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

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

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

3.1.4.4 Style, Numbering and Material of Submittals:

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

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

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

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

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

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

3.1.4.5 Submittal Paths and Copies:

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

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

3.1.4.6 Processing of Shop Drawings:

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

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

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

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

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

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

3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

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

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

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

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

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

3.4 Pre-Award Meeting

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

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

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

3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor's liability therefore.

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

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

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

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

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

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

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

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

- 3.7 Contractor's Supervision
 - 3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

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

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

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

- 3.9 Final Inspection and Acceptance
 - 3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

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

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

- 2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
- 3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
- 4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

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All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

- 4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.
- 4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.
- 4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.
- 4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

- 4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.
- 4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.
- 4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.
- 4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

- 4.3 Source of Supply and Quality Requirements
 - 4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.
 - 4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

- 4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.
- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

- 4.4 Inspection and Tests at Source of Supply
 - 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
 - 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.
- 4.5 Storage of Materials and Samples
 - 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.
 - 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.
 - 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
 - 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor. As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

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5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

- 5.6 Control of the Contractor's Equipment
 - 5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.
 - 5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
 - 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.
- 5.7 Structures Over Navigable Waters
 - 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.
- 5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

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The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.
- 5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul

roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above. 5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting or guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

- 5.10 Responsibility for Damages, Claims, etc.
 - 5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage. The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

- 5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.
- 5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by <u>A.M. Best Company</u>. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous

operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

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

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

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

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

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/	General Liability	Automobile
	Employer's Liability	(per occurrence/ aggregate)	Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits Each Occurrence - \$ 2,000,000 General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million		10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

- 5.12 Contract Bond (Public Construction Bond) Required
 - 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
 - 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

- 5.15 Scales for Weighing Materials
 - 5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.
 - 5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.
 - 5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

- 5.17 Regulations of Air Pollution
 - 5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.
 - 5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.
 - 5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.
 - 5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.
- 5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

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

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces Deep Well Installation **Electrical Work** Fencing **Highway Lighting** Installing Pipe or Pipe Liner by Jacking and Boring Installing Structural Plate Pipe Structure Landscaping Painting **Plugging Water Wells Pressure Grouting Pumping Equipment** Roadway Signing and Pavement Marking Riprap **Removal of Buildings Rumble Strips** Sealing Wells by Injection Septic Tank and Disposal System Signalization Utility Works Vehicular Impact Attenuator Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

- 6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.
- 6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.
- 6.3.3 Submission of Working Schedule: Within 21 calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

- 6.3.4 Beginning Work: See Article 6.7 below.
- 6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than $24" \ge 36"$) and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working

within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

- 6.6 Temporary Suspension of Contractor's Operations
 - 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.
 - 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
 - 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

- 6.7 Contract Time
 - 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

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6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

- 1. War or other act of public enemies.
- 2. Riot that would endanger the well-being of Contractor's employees.
- 3. Earthquake.
- 4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
- 5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
- 6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
- 7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
- 8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
- 9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

- 1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
- 2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
- 3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

- 6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:
 - 1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
 - 2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
 - 3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
 - a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;

- f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
- g. fails to pay timely its subcontractors, suppliers or laborers or;
- h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
- i. becomes insolvent or is declared bankrupt or;
- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- 1. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order

or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

- 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
- 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.
- 6.10 Liquidated Damages for Failure to Complete the Work
 - 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
 - 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
 - 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
 - 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
 - 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
 - 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

- 7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.
- 7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.
- 7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

- 7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.
- 7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

- 7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.
- 7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

7.3 Compensation for Altered Quantities

7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

- 7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.
 - 7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:
 - (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed

0 to 75 75 to 100 **Amount Retained**

None 10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

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7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.
- 7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:
 - 1) Partial payments less than \$5,000 for any one month will not be processed.
 - 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
 - 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <<u>supplier</u>> will be liable to the Contractor and the Central Florida Expressway Authority should <<u>supplier</u>> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.
- 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

- 7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.
- 7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified

acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

- 8.2 Disadvantaged, Minority and Women Owned Businesses Participation Objective
 - 8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.
 - 8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
 - (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
 - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
 - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

- 3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- 4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
- 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
 - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
 - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
 - 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
 - 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
 - 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.
- 8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
 - 1. the procedures adopted to comply with these special provisions;
 - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
 - 3. the dollar value of the contracts awarded to D/M/WBEs;
 - 4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
 - 5. a description of the general categories of contracts awarded to D/M/WBEs;
 - 6. the specific efforts employed to identify and award contracts to D/M/WBEs;
 - 7. maintenance of records of payments and monthly reports to CFX;
 - 8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

- 9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.
- 9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

- 9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.
- 9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.
- 9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

CONSENT AGENDA ITEM #6

MEMORANDUM

TO:	CFX Board Members		5
FROM:	Aneth Williams Director of Procurement	Aneth Williams (May 6, 2020)	
DATE:	April 27, 2020		
SUBJECT:	Ratification of Contract Award to Ranger Construction Industries, Inc. for SR 414 Milling & Resurfacing from Hawthorne Avenue to Keene Road Project 414-754, Contract No. 001668		

An Invitation to Bid for the referenced project was advertised on February 23, 2020. Responses to the invitation were received from three (3) contractors by the April 1, 2020 deadline.

Bid results were as follows:

<u>Bidder</u>		Bid Amount	
1.	Ranger Construction Industries, Inc.	\$3,257,952.78	
2.	Hubbard Construction Company	\$3,420,595.47	
3.	The Middlesex Corporation	\$4,162,072.00	

The engineer's estimate for this project is \$3,539,755.62 and \$3,500,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 414-754 reviewed the low bid submitted by Ranger Construction Industries, Inc. and determined that the low bid unit prices are not unbalanced.

This project consists of providing all labor, materials, equipment and incidentals necessary to mill and resurface SR 414 from Hawthorne Avenue to Keene Road.

The Procurement Department evaluated the bids and determined the bid from Ranger Construction Industries, Inc. to be responsible and responsive to the bidding requirements. The award was approved by the Executive Director on April 7, 2020 to keep production on schedule. Board ratification of the contract to Ranger Construction Industries, Inc. in the amount of \$3,257,952.78 is requested.

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

Reviewed by: Ben Dreiling, PE (May 6, 2020)

Ben Dreiling, P.E. Director of Construction

Alenn Pressimone

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

WWW.CFXWAY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:	Laura Kelley Executive Director
FROM:	Aneth Williams Director of Procurement
SUBJECT:	Approval of Contract Award to Ranger Construction Industries, Inc. for SR 414 Milling and Resurfacing from East of SR 451 to Keene Road Bridge Contract No. 001668, Project 414-754
DATE:	April 6, 2020

On April 1, 2020, Invitation for Bids were received from three (3) bidders for the above-mentioned project. Due to the Board Meeting scheduled for April 9, 2020 being cancelled, your approval is requested to award the following contract to keep production on schedule. Staff will seek Board ratification at the next Board Meeting on May 14, 2020.

The bids were reviewed by the Procurement Department and the low bid was found to be responsible and responsive to the bidding requirements. The low bid from Ranger Construction Industries, Inc. falls within the generally accepted tolerance threshold.

Engineer's Estimate: \$3,549,755.62

Bidder

- 1. Ranger Construction Industries, Inc.
- 2. Hubbard Construction Company
- 3. The Middlesex Corporation



Approve Award 🗡

Laura Kelley, Executive Director

If rejected, reason(s) for rejection:

Bid Amount

\$3,257,952.78 \$3,420,595.47 \$4,162,072.00

Reject Award

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

WWW.CFXWAY.COM

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND RANGER CONSTRUCTION INDUSTRIES, INC.

SR 414 MILLING AND RESURFACING FROM HAWTHORNE AVENUE TO KEENE ROAD

PROJECT 414-754 CONTRACT NO. 001668

CONTRACT DATE: APRIL 8, 2020 CONTRACT AMOUNT: \$3,257,952.78

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, ADDENDA, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SR 414 MILLING AND RESURFACING FROM HAWTHORNE AVENUE TO KEENE ROAD

PROJECT 414-754 CONTRACT NO. 001668

APRIL 2020

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Plans- Volume 2

CONTRACT

This Contract No. 001668 (the "Contract"), made this <u>8th</u> day of <u>April</u>, 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and RANGER CONSTRUCTION INDUSTRIES, INC., of 1200 Elboc Way, Winter Garden, FL., 34787, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project 414-754, SR 414 Milling and Resurfacing from Hawthorne Avenue to Keene Road, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 135 calendar days. The Contract Amount is \$3,257,952.78. This Contract was awarded by the Executive Director of CFX on April 8, 2020.

The Contract Documents consist of:

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

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

		Director o	f Procurem	nent		-
RAN	GER CO	ONSTRUCT	TION IND	USTRIES, II	NC.	
Fran	k S F		tally signed by Frank S Fow C=US, on RANGER CONSTR 401410D0000016F904A11 - 2020.04.17 14:52:03 - 04'0	rler UCTION INDUSTRIES, 090000FA68, cn=Frank S Fowler 10		
•		Signature			mm	AUCTION
F. Scott Fo	owler				No.	ORPORATE
		Print Nam	e		GER	SEAL
Vice Pres	sident				RAN	
		Title			ALL STX	TEOFFLOR
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Approved as to form and execution, only.

General Counsel for CFX
Diego "Woody"
Rodriguez
Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.04.22 16:04:25
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MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING REVIEW OF PLANS, SPECIFICATIONS AND DOCUMENTS DATE: APRIL 7, 2020

This PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING MEMORANDUM ("Memorandum") for the SR 414 Milling and Resurfacing from Hawthorne Avenue to Keene Road, Project No. 414-754 is made and entered this 7th day of *April 2020*, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963 and the apparent successful responsive bidder, Ranger Construction Industries, Inc. ("Contractor"), a *Florida* corporation with offices at 1200 Elboc Way, Winter Garden, FL 34787. (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, CFX will enter into an agreement with Contractor to construct Project No. 414-754 ("Project") pursuant to the execution of this Memorandum;

WHEREAS, CFX has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Project No. 414-754 and the Contractor has agreed to provide such Services in accordance with its bid tendered April 1, 2020;

WHEREAS, the Section generally consists of the construction of the 414-754 which includes providing all labor, materials, equipment and incidentals necessary to mill and resurface SR 414 from Hawthorne Avenue to Keene Road. *Contract Time is 135 calendar days.*

WHEREAS, the Contractor is qualified, capable, and willing to provide the Services;

NOW, THEREFORE, the Parties mutually agree as follows:

1. PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

A meeting was held on Tuesday, April 7, 2020 between 2:00 p.m. and 2:47 p.m., in accordance with Article 3.4, Page GS-38, Pre-Award Meeting. The meeting is intended to review and discuss Errors or Omissions to the following:

- Invitation to Bid,
- Instructions to Bidders,
- General Specifications,
- Technical Specifications,
- Special Provisions,
- Contract and Public Construction Bond
- Addenda 1, 2, 3, and 4.
- Plans
 - Roadway
 - 2. Signing & Pavement Marking

The purpose of the meeting was to address all questions or differences in interpretations of the documents and to provide clarifications.

The meeting also provides opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

The Contractor's key personnel together with CFX's representatives, as identified in Attachment A, List of Attendees attended this meeting.

2. PROCEDURES

At this meeting each page of the plans, specifications and other Contract Documents, which were used by the Contractor in preparing their offer, was reviewed. Items that could be the cause of potential claims were identified and CFX will make such corrections and interpretations, as CFX deems necessary, to reflect the intent of the plans and specifications.

3. ITEMS DISCUSSED AND AGREED TO

Contractor's Items for Discussion / Review:

No items expressed by the Contractor.

CEI's Items for Discussion / Review:

The following is a list of contract provisions. This list was provided with intent to spur discussion where necessary from those in attendance andwhere review and discussion is pertinent. Items where discussions were made include summary of those discussions.

1. REVIEWING INSTRUCTIONS TO BIDDERS:

- IB (1). Defined Terms
- IB (2). Bid Plans
- IB (3). Qualifications of Bidders
- IB (4). Examination of Contract Docs and Site

It was the responsibility of each Bidder to examine thoroughly the Documents, Visit the Sites and conditions that may affect cost, progress or performance of the work.

Submission of Bid constitutes representation by Bidder that Bidder has complied with every requirement of Article 4.

- IB (5), Availability of Lands for Work, etc.
- IB (6). Interpretations and Addenda all questions responded to in writing.
- IB (7). Bid Security
- IB (8). Substitute and "or Equal" Items

Contract award will be on basis of materials and equipment described in the drawings

or specified in the Specifications without consideration of substitution or "equal to" items. Consideration of substitutions will not be considered until after execution, including any MOT related items.

- IB (9). Bid Form
- IB (10). Submission of Bids
- IB (11). Disadvantaged/Minority/Women Business Enterprise Participation: Objective is 15%. Contractor submitted the P7 Forms as required.
- IB (12). Modification and Withdrawal of Bids
- IB (13). Opening of Bids
- IB (14). Bids to Remain Subject to Acceptance

Bids will remain subject to acceptance for ninety (90) days after the day of the bid opening. CFX may release bid and return bid security prior to (in its sole discretion)

IB (15). Award of Contract

If awarded, it will be awarded to the Successful Bidder whose evaluation by CFX indicates to CFX that the award will be in the best interests of the Project. Notice will be provided within ninety (90) days after the day of bid opening.

Prior to contract becoming binding on CFX, the Escrow of Bid Records shall have been timely implemented to secure Successful bidder's Bid Records.

- IB (16). Contract Security (Public Construction Bond)
- IB (17). Prebid Meeting
- IB (18). Pre-Award Meeting (today)
- IB (19). Signing of Contract discusses process of execution.
- IB (20). Sales and Use Taxes

2. GENERAL, TECHNICAL AND SPECIAL PROVISIONS:

i) The General Specifications (GS)

- Article 1.1, page GS-1, the General Specifications are intended for use on <u>all</u> construction projects awarded by CFX. However, each Article, sub-article or paragraph of the General Specifications may not be relevant or applicable to every project. Following are GS provisions applicable to the Work and reviewed herein for awareness.
- In Definitions, sub-article 1.3.44, page GS-6, defines Standard Specifications: Division 1 of the FDOT Standard Specifications is <u>not</u> included in the definition and is not a part of the Contract Documents.
- 3) Please Review Article 3.2; page GS-36, which provides Governing order of documents.
- 4) Please Review Articles 4.1.3 FDOT Approved Product Lists, installation certification and warranty requirements, Page GS-55. Products on the APL are still subject to final approval and acceptance by CFX. Bid the Details and Products depicted in Plans.
- 5) Please review Article 5.9; page GS-64, concerning Preservation of Property and use of streets and roads.

- a) GS 5.9.3.4 Video tape of haul routes
- 6) Please review Article 5.10, Responsibility for Damages, Claims, etc.
- 7) Article 5.11; page GS-71, concerning insurance requirements. Please note the type of insurance required and outlined in sub-articles 5.11.1 through 5.11.8.
- 8) Article 5.12 Contract Bond (Public Construction Bond) required.
- 9) Article 5.22; page GS-80, regarding Tolls and Access. Contractor shall pay tolls. Access the Project by existing ramps. No access will be allowed trough R/W fence.
- 10) Article 5.25 Public Records. Should any questions or concerns arise pertaining to these requirements please contact Custodian of Public Records
- 11) Articles 6.1 concerning Subletting, GS-85. The Contractor shall perform not less than 50% of the total Contract amount less the total amount for "Specialty Work".
- 12) Article 6.3, page GS-87, concerning Prosecution of Work and particularly sub-articles 6.3.3 concerning submission of schedules and section 6.3.2 pertaining to adjacent projects.
- 13) Please Review Article 6.4, Limitations of Operations, page GS-89
 - (i) See also SP-4 CCTV (FO) & Hwy Lighting Locates and Protection, SP-7 Lane Rental Fees (as amended in Addendum 1); SP-10 Maintenance of Facilities.
- 14) Please review Article 6.7 Contract Time, GS 94:
 - i) (SP-1) Time 135 calendar days for Final Completion; 105 Days for Substantial
 - ii) Sub-article 6.7.3; page GS-115, concerning <u>Adjusting Contract Time</u> and the circumstances under which CFX may consider an extension of time.
 - iii) (SP-31) Contract Time Extensions; adjustments for weather detailed
 - iv) No adjustments for HOLIDAYS (6.6.4)
- 15) Maintaining Satisfactory Progress, please review Section 6.8.1, as it relates to retainage due to unsatisfactory progression of the work. Familiarize oneself with the thresholds of \$/%time comparison to planned progress and actuals as monetary values are applied to the activities of the Working Schedule.
- 16) Please Review Article 6.10, Liquidated Damages for Failure to Complete the Work, in conjunction with **SP-1**:
 - i) LDs for Substantial Completion (Day 105) = \$2,500 per day.
 - ii) LDs for Final Completion (135 Days) = \$1,000 per day.
- 17) Please Review Article 6.13; page GS-101 concerning Express Warranty for period within 1 year after final acceptance.
- 18) Please Review Article 7.2 and as amended in Addendum 3, Scope of Payments: Fuel and Bit adjustments. Fuel Table provided Addendum 2; see also SP-5.
- 19) Please review Article 7.6.1 Partial Payment, & retainage beyond 75% completion. See also SP-3, which accommodates at sole discretion of CFX Bi-Monthly Progress Payments.

ii) TECHNICAL SPECIFICATIONS:

Pages TS-1 through TS-9 provides adjustments to the FDOT Specifications 2019. Please review.

TS 2.1 Insert new Section 101, Mobilization

TS 2.2 Insert new Section 102, Maintenance of Traffic

TS 2.3 Insert new Section 104, Prevention, Control, and Abatement of Erosion and Water Pollution

TS 2.11 Milling of Existing Asphalt Pavement: 4' Electronic Level to be used on top of 10' rigid straightedge for measuring cross slopes

TS 2.12 Hot Bituminous Mixtures: 4' Electronic Level to be used on top of 10' rigid straightedge for measuring cross slopes.

TS 2.13 insert new Section 334 Superpave Asphalt Concrete

TS 2.14 insert new Section 337 Asphalt Concrete Friction Courses

TS 2.32 insert new Section 700 Signing

TS 2.33 Insert new Section 712, Preformed Patterned Retroreflective Tape (PPRT)

TS 2.34 insert new Section 994 Retro-reflective Sheeting.

iii) SPECIAL PROVISIONS:

- 1) SP-1 Contract Time, Substantial Completion, Liquidated Damages
- 5) SP-2 Escrow of Bid Records
- 6) SP-3 Bi-Monthly Progress Payments
- 7) SP-4 CCTV and Highway Lighting Locates and Protection
- SP-5 Fuel Adjustment, also see Addendum 3 adding applicable 7.2.1 subsections for Fuel and Bit adjustments

CFX provided estimated quantity for diesel and gasoline worksheet as part of Addendum 3

- 9) SP-6 Revisions to FDOT Design Standards 11200 & 11300:
 - a) This is an incorrect reference and should be FDOT Standard Plans 700-020 and 700-030.

Please review changes outline in SP-6 and make these revisions.

- 10) SP-7 Lane and Ramp Closure Restrictions: stipulates an assessment of \$1000 / lane/ramp/minute not open by times required.
- 11) SP-12 Roadside and Slope Mowing: deleted in Addendum 2
- 12) SP-9 Noise Ordinance
- 13) SP-10 Maintenance of Temporary Facilities and Roadway
- 14) SP-11 Claims by third Parties

Please review provisions of SP-11 for procedures addressing third party claims arising out of Contractor's work or conduct on this Contract.

15) SPs-12, 14, 15, 16, 17, 23, & 32 pertain to Sign, Sign Sheeting (incl. Warranty), & 3M Certified Fabricator Qualifications

- 16) SP-13, Direct Materials Purchase Option
- 26) SP-18 Graffiti Removal, Contractor shall remove graffiti on new or existing structures within 48 hours after notification by CEI.
- 27) SP-19 Videotaping of Existing Drainage Systems: deleted in Addendum 1
- 28) SP-20 ITS Work Prequalification.
- 29) SP-21 Fence installation: deleted in Addendum 3
- 31) SP-22 Concurrent Construction Contracts
- 32) SP-24 Cross Slope Requirements (Paved Surfaces); QA/QC requirements, please review, as the requirements are strict.
- 33) SP-25 Cross Slope Correction (Milled Surface): deleted in Addendum 1
- 34) SP-26 Use of Material Transfer Vehicle for FC
- 35) SP-27 Vibratory Compaction: Only static rollers are permitted.
- 36) SP-28 Anti-theft wire devices: required at locations as described by SP and for conduit runs below ground greater than 50 LF
- 37) SP-29 Roadway Repair Contingency.
- 38) SP-30 MOT for Roadway Repair Contingency
- 39) SP-31Contract Time Extensions, previously discussed
- 40) SP-33 Repair and Maintenance of Existing Fence: deleted in Addendum 3

3. ADDENDUM

Addendum 1: This addendum consists of 6 pages with the following attachments:

- i) Changes to the Special Provisions:
 - Amended SP-7, Lane and Ramp Closure Restrictions
 - Amended SP-8, Roadside and Slope Mowing (deleted in Addendum 2)
 - Deleted SP-19, Videotaping of Existing Drainage System
 - Deleted SP-25, Cross slope Correction (Milled Surface)
 - Amended SP-33, Repair and Maintenance of Existing Fence (deleted in Addendum 4)
- ii) Changes to the Plans

Deleted Plan Sheet Nos. 1, 4, 5, and 6

Inserted revised Plan Sheet Nos. 1, 4, 5, and 6

Addendum 2: Consisted of 25 pages and consists of the following attachments:

i) Changes to Instruction to Bidders: Addendums to be made available to registered planholders no later than two (2) days before the date set for receipt of the bids.

- ii) Revised Bid Form
- iii) Changes to Special Provisions:
 - Deleted SP-8, Roadside and Slope Mowing
- iv) Changes to the Plans:

Deleted Plan Sheets Nos. 1, 3, 4, 12 thru 27, SQ-3 and SQ-4

Inserted revised Plan Sheet Nos. 1, 3, 4, 12 thru 27, SQ-3 and SQ-4

- v) Questions 1 highlights below:
 - Q1 Clarified the removal of the 8" FC-5 overlap onto shoulders is incidental to the milling pay items.

Addendum 3: This addendum consists of 6 pages adjusted bid opening from March 25 to April 1, 2020 and with the following attachments:

- i) Changes to the General Specifications
 - Added subsections to Article 7.2 Scope of Payments
- ii) Changes to Special Provisions:
 - In accordance with SP-5, Inserted Fuel Adjustment worksheet
- vi) Questions 1-3 highlights below:
 - Q1 Referred to bituminous adjustments which was not part of the General Specifications. Article 7.2 was amended in Addendum 2 to clarify this.
 - Q2 Referred to the bid date and consideration of postponement. Addendum 2 modified the bid date.
 - Q3 Questioned if the bid date and location would remain as scheduled. Addendum 2 modified the bid date.

Addendum 4: This addendum consists of 1 page with the following attachments:

- i) Changes to Special Provisions:
 - Deleted SP-21, Fence Installation
 - Deleted SP-33, Repair and Maintenance of Existing Fence

Addendum 5: This addendum consists of 8 pages with the following attachments:

- i) Changes to Instruction to Bidders: Addendums to be made available to registered planholders no later than one day before the date set for receipt of the bids.
- ii) Question 1 highlights below:
 - Q1 Clarified that there are protected species (gopher tortoises) within the project limits.
 - CEI will work with the GEC to make sure locations are marked prior to construction.

4. Bid/Pay Item Review:

• From Engineer's balanced bid review; below are Pay Items of work where bid item unit price/total varies significantly from average. This list was reviewed with no concerns expressed beyond those comments noted:

PI 327-70-6 Milling Exist Asph 1.5" Depth – Significant variance to low side in comparison to averages and to 2^{nd} place bidder

PI 327-70-11 Milling Exist Asph 2.25" Depth – Significant variance to low side in comparison to averages and to 2nd place bidder

PI 570-1-2 Performance Turf, Sod - Significant variance to low side in comparison to averages and to 2nd place bidder

5. PLANS

Roadway

- o Asphalt Construction
 - See also TSs, SPs-24, 26, 27, & 29
 - Removal of ³/₄" FC-5 overlap incidental to milling pay items
 - Cross Slopes Requirements and QA/QC
 - Use of transfer Vehicle
 - Static Compaction
 - Roadway Repair Contingency and associated MOT
 - Provide a 25ft transition for shoulders between FC-5 and FC-12.5
- Maintenance of Traffic:
 - o All costs & incidentals are included in the MOT LS.
 - o Contractor must coordinate detours with adjacent projects and local agencies.
 - FDOT District 5 advanced notification required
 - Orange County obtain and MOT permit
 - City of Apopka obtain a ROW permit
- Environmental Compliance/Erosion Control
 - Contractor to prepare and submit a site-specific erosion and sediment control for CFX approval, then submit to FDEP & SJWMD.
 - PI 104-20 Erosion Control is Lump Sum. PI includes initial installation as well as replacements and maintenance
 - Please Review Technical Specifications (TS 104)
- Signing and Pavement Marking
 - Sign panel fabricator shall be authorized 3M certified fabricator. (SP-23)
 - Existing signs removed shall become the property of the Contractor. (S&M General Note 16)
 - o PPRT Marking along mainline and ramps.
 - RPMS to be placed along entire length of the project, mainline and ramps.
- 6. OTHER

Targeting NTP the 1st or 2nd week of May.

EXECUTION

It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Prime Agreement by and between CFX and Contractor. The Contractor by signing this document certifies as required by Article 3.4 of the General Specifications, that there are no known errors or omissions in the Plans, Specifications or other Contract documents.

IN WITNESS WHEREOF, this agreement has been executed by CFX and the Contractor effective on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Bernard V. Dreiling, P.E. Director of Construction and Maintenance

Witness

Ranger Construction Industries, Inc.

By:

F. Scott Fowler Vice President, Central Division at Ranger Construction Industries, Inc.

Stacy L Barber

Digitally signed by Stacy L Barber Date: 2020.04.08 16:48:48 -04'00'

Witness

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

2.3 Alteration of Plans

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

The term "significant change" applies only when:

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

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

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

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

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

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

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

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Rate			
Rate established by Law			
Rate established by Law			
Actual			
Actual			
Actual			
Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.			
Actual but not to exceed State of Florida's rate			
Actual			

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

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

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

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

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

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

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

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract TimeC = 8%D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3.6 Cost Savings Initiative Proposal

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

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

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

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP. For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Claims by Contractor

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

2.4.2 Notice of Claim:

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

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

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

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

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

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

- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

- 3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Design Standards are available from the FDOT.
- 3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

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

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

3.1.4.1. Definitions:

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

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

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like. 3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

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

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

3.1.4.4 Style, Numbering and Material of Submittals:

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

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

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

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

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

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

3.1.4.5 Submittal Paths and Copies:

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

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

3.1.4.6 Processing of Shop Drawings:

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

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

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

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

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

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

3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

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

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

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

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

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

3.4 Pre-Award Meeting

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

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

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

3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

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

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

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

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

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

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

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

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

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

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

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

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

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

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

- 2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
- 3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
- 4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

- 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
- 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

- 4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.
- 4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.
- 4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.
- 4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

- 4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.
- 4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.
- 4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.
- 4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

- 4.3 Source of Supply and Quality Requirements
 - 4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.
 - 4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

- 4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.
- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

- 4.4 Inspection and Tests at Source of Supply
 - 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
 - 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

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- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.
- 4.5 Storage of Materials and Samples
 - 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.
 - 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.
 - 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
 - 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor. As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

- 5.1 Laws to be Observed
 - 5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

- 5.6 Control of the Contractor's Equipment
 - 5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.
 - 5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
 - 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.
- 5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads

under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

- 5.10 Responsibility for Damages, Claims, etc.
 - 5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage. The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by <u>A.M. Best Company</u>. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous

operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

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

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

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

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

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/	General Liability	Automobile
	Employer's Liability	(per occurrence/ aggregate)	Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits Each Occurrence - \$ 2,000,000 General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million		10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

- 5.12 Contract Bond (Public Construction Bond) Required
 - 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
 - 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

- 5.15 Scales for Weighing Materials
 - 5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.
 - 5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.
 - 5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

- 5.17 Regulations of Air Pollution
 - 5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.
 - 5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.
 - 5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.
 - 5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

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

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces Deep Well Installation **Electrical Work** Fencing **Highway** Lighting Installing Pipe or Pipe Liner by Jacking and Boring Installing Structural Plate Pipe Structure Landscaping Painting **Plugging Water Wells Pressure Grouting Pumping Equipment** Roadway Signing and Pavement Marking Riprap **Removal of Buildings Rumble Strips** Sealing Wells by Injection Septic Tank and Disposal System Signalization Utility Works Vehicular Impact Attenuator Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

- 6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.
- 6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.
- 6.3.3 Submission of Working Schedule: Within 21 calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

- 6.3.4 Beginning Work: See Article 6.7 below.
- 6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working

within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

- 6.6 Temporary Suspension of Contractor's Operations
 - 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.
 - 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
 - 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

- 6.7 Contract Time
 - 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

- 1. War or other act of public enemies.
- 2. Riot that would endanger the well-being of Contractor's employees.
- 3. Earthquake.
- 4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
- 5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
- 6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
- 7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
- 8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
- 9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

- 1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
- 2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
- 3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

- 6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:
 - 1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
 - 2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
 - 3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
 - a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;

- f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
- g. fails to pay timely its subcontractors, suppliers or laborers or;
- h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
- i. becomes insolvent or is declared bankrupt or;
- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- 1. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order

or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

- 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
- 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.
- 6.10 Liquidated Damages for Failure to Complete the Work
 - 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
 - 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
 - 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
 - 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
 - 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
 - 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

- 7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.
- 7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.
- 7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

- 7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.
- 7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

- 7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.
- 7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

- 7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.
- 7.3 Compensation for Altered Quantities
 - 7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provided above.

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7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

- 7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.
 - 7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:
 - (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed

0 to 75 75 to 100 Amount Retained

None 10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.
- 7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:
 - 1) Partial payments less than \$5,000 for any one month will not be processed.
 - 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
 - 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <<u>supplier</u>> will be liable to the Contractor and the Central Florida Expressway Authority should <<u>supplier</u>> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.
- 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.

7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

CONSENT AGENDA ITEM #7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	<u>etta williams</u> Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:	Ratification of Contract Award to Ranger Construction Industries, Inc. for SR 414 Milling & Resurfacing from Keene Road to US 441 Project 414-755, Contract No. 001669	

An Invitation to Bid for the referenced project was advertised on February 23, 2020. Responses to the invitation were received from four (4) contractors by the April 2, 2020 deadline.

Bid results were as follows:

1.

2.

3.

4.

<u>Bidder</u>	Bid Amount
Ranger Construction Industries, Inc.	\$5,314,097.21
Hubbard Construction Company	\$5,699,999.74
Masci General Contractor, Inc.	\$6,317,451.12
The Middlesex Corporation	\$6,441,369.00

The engineer's estimate for this project is \$5,358,396.03 and \$5,100,000.00 is included in the Five-Year Work Plan.

The Engineer of Record for Project 414-755 reviewed the low bid submitted by Ranger Construction Industries, Inc. and determined that the low bid unit prices are not unbalanced.

This project consists of providing all labor, materials, equipment and incidentals necessary to mill and resurface SR 414 Keene Road to US 441.

The Procurement Department evaluated the bids and determined the bid from Ranger Construction Industries, Inc. to be responsible and responsive to the bidding requirements. The award was approved by the Executive Director on April 7, 2020 to keep production on schedule. Board ratification of the contract to Ranger Construction Industries, Inc. in the amount of \$5,314,097.21 is requested.

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

Reviewed by: Ben Dreiling, PE (May 6, 2020)

Ben Dreiling, P.E. Director of Construction

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

www.cfxway.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:	Laura Kelley Executive Director
FROM:	Aneth Williams Director of Procurement
SUBJECT:	Approval of Contract Award to Ranger Construction Industries, Inc. for SR 414 Milling and Resurfacing from Keene Road Bridge to US 441 Contract No. 001669, Project 414-755
DATE:	April 6, 2020

On April 2, 2020, Invitation for Bids were received from four (4) bidders for the above-mentioned project. Due to the Board Meeting scheduled for April 9, 2020 being cancelled, your approval is requested to award, the following contract to keep production on schedule. Staff will seek Board ratification at the next Board Meeting on May 14, 2020.

The bids were reviewed by the Procurement Department and the low bid was found to be responsible and responsive to the bidding requirements. The low bid from Ranger Construction Industries, Inc. falls within the generally accepted tolerance threshold.

Engineer's Estimate: \$5,358,396.03

Bidder	Bid Amount
 Ranger Construction Industries, Inc. Hubbard Construction Company Masci General Contractor, Inc. The Middlesex Corporation 	\$5,314,097.21 \$5,699,999.74 \$6,317,451.12 \$6,441,369.00
Approve Award	Reject Award
Laura Kelley Date 2020.05.04 10:52:02	
Laura Kelley, Executive Difector	
If rejected, reason(s) for rejection:	

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

WWW.CFXWAY.COM

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND RANGER CONSTRUCTION INDUSTRIES, INC.

SR 414 MILLING AND RESURFACING FROM KEENE ROAD TO US 441

PROJECT 414-755 CONTRACT NO. 001669

CONTRACT DATE: APRIL 8, 2020 CONTRACT AMOUNT: \$5,314,097.21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, ADDENDA, PUBLIC CONSTRUCTION BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, PUBLIC CONSTRUCTION BOND AND FORMS

FOR

SR 414 MILLING AND RESURFACING FROM KEENE ROAD TO US 441

> PROJECT 414-755 CONTRACT NO. 001669

> > **APRIL 2020**

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CONTRACT

This Contract No. 001669 (the "Contract"), made this 8th day of April, 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and RANGER CONSTRUCTION INDUSTRIES, INC., of 1200 Elboc Way, Winter Garden, FL., 34787, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project 414-755, SR 414 Milling and Resurfacing from Keene Road to US 441, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 185 calendar days. The Contract Amount is \$5,314,097.21. This Contract was awarded by the Executive Director of CFX on April 8, 2020.

The Contract Documents consist of:

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

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CEN	JTRAL FLOF	RIDA EXPRESSWAY AUTHORITY	
By:	Aneth Willia	Digitally signed by Aneth Williams Date: 2020.04.22 14:24:58 -04'00'	
		Director of Procurement	
DAT	TE:		
		CONSTRUCTION INDUSTRIES, INC.	
	By:	COTO000016F90411030000FA68, cn=Frank SF Date: 2020,04.17 14:52:59 -04/00 Signature	NUMBER OF THE STREET STRE
	F. Scott I		S CORPORATE OF
		Print Name	SEAL
	Vice Pres	sident	1981
		Title	TE OF FLORID
	ATTEST:	Stacy L Barber Digitally signed by Stacy L Barber Date: 2020.04.17 14:58:01 -04'00'	_(Seal)
	DATE:	April 17, 2020	

Approved as to form and execution, only.

General Counsel for CFX Diego "Woody" Digitally signed by Diego "Woody" Rodriguez	
Rodriguez	Date: 2020.04.22 10:20:42 -04'00'

MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING REVIEW OF PLANS, SPECIFICATIONS AND DOCUMENTS DATE: APRIL 7, 2020

This PLANS, SPECIFICATIONS AND DOCUMENT REVIEW MEETING MEMORANDUM ("Memorandum") for the SR 414 Milling and Resurfacing from Keene Road to US 441, Project No. 414-755 is made and entered this 7th day of *April 2020*, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("Authority"), a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-339 Laws of Florida, 1963 and the apparent successful responsive bidder, Ranger Construction Industries, Inc. ("Contractor"), a *Florida* corporation with offices at 1200 Elboc Way, Winter Garden, FL 34787. (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, CFX will enter into an agreement with Contractor to construct Project No. 414-755 ("Project") pursuant to the execution of this Memorandum;

WHEREAS, CFX has solicited the services of the Contractor to provide labor, equipment and materials ("Services") to construct Project No. 414-755 and the Contractor has agreed to provide such Services in accordance with its bid tendered April 2, 2020;

WHEREAS, the Section generally consists of the construction of the 414-755 which includes providing all labor, materials, equipment and incidentals necessary to mill and resurface SR 414 from Keene Road to US 441. *Contract Time is 185 calendar days.*

WHEREAS, the Contractor is qualified, capable, and willing to provide the Services;

NOW, THEREFORE, the Parties mutually agree as follows:

1. PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

A meeting was held on Tuesday, April 7, 2020 between 2:00 p.m. and 2:47 p.m., in accordance with Article 3.4, Page GS-38, Pre-Award Meeting. The meeting is intended to review and discuss Errors or Omissions to the following:

- Invitation to Bid,
- Instructions to Bidders,
- General Specifications,
- Technical Specifications,
- Special Provisions,
- Contract and Public Construction Bond
- Addenda 1, 2, 3, and 4.
- Plans
 - 1. Roadway
 - 2. Signing & Pavement Marking

The purpose of the meeting was to address all questions or differences in interpretations of the documents and to provide clarifications.

The meeting also provides opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

The Contractor's key personnel together with CFX's representatives, as identified in Attachment A, List of Attendees attended this meeting.

2. PROCEDURES

At this meeting each page of the plans, specifications and other Contract Documents, which were used by the Contractor in preparing their offer, was reviewed. Items that could be the cause of potential claims were identified and CFX will make such corrections and interpretations, as CFX deems necessary, to reflect the intent of the plans and specifications.

3. ITEMS DISCUSSED AND AGREED TO

Contractor's Items for Discussion / Review:

No items expressed by the Contractor.

CEI's Items for Discussion / Review:

The following is a list of contract provisions. This list was provided with intent to spur discussion where necessary from those in attendance andwhere review and discussion is pertinent. Items where discussions were made include summary of those discussions.

1. **REVIEWING INSTRUCTIONS TO BIDDERS:**

- IB (1). Defined Terms
- IB (2). Bid Plans
- IB (3). Qualifications of Bidders
- IB (4). Examination of Contract Docs and Site

It was the responsibility of each Bidder to examine thoroughly the Documents, Visit the Sites and conditions that may affect cost, progress or performance of the work.

Submission of Bid constitutes representation by Bidder that Bidder has complied with every requirement of Article 4.

- IB (5). Availability of Lands for Work, etc.
- IB (6). Interpretations and Addenda all questions responded to in writing.
- IB (7). Bid Security
- IB (8). Substitute and "or Equal" Items

Contract award will be on basis of materials and equipment described in the drawings

or specified in the Specifications without consideration of substitution or "equal to" items. Consideration of substitutions will not be considered until after execution, including any MOT related items.

- IB (9). Bid Form
- IB (10) Submission of Bids
- IB (11). Disadvantaged/Minority/Women Business Enterprise Participation: Objective is 15%. Contractor submitted the P7 Forms as required.
- IB (12). Modification and Withdrawal of Bids
- IB (13). Opening of Bids
- IB (14). Bids to Remain Subject to Acceptance

Bids will remain subject to acceptance for ninety (90) days after the day of the bid opening. CFX may release bid and return bid security prior to (in its sole discretion)

IB (15). Award of Contract

If awarded, it will be awarded to the Successful Bidder whose evaluation by CFX indicates to CFX that the award will be in the best interests of the Project. Notice will be provided within ninety (90) days after the day of bid opening.

Prior to contract becoming binding on CFX, the Escrow of Bid Records shall have been timely implemented to secure Successful bidder's Bid Records.

- IB (16). Contract Security (Public Construction Bond)
- IB (17). Prebid Meeting
- IB (18). Pre-Award Meeting (today)
- IB (19). Signing of Contract discusses process of execution.
- IB (20). Sales and Use Taxes

2. GENERAL, TECHNICAL AND SPECIAL PROVISIONS:

i) <u>The General Specifications</u> (GS)

- Article 1.1, page GS-1, the General Specifications are intended for use on <u>all</u> construction projects awarded by CFX. However, each Article, sub-article or paragraph of the General Specifications may not be relevant or applicable to every project. Following are GS provisions applicable to the Work and reviewed herein for awareness.
- In Definitions, sub-article 1.3.44, page GS-6, defines Standard Specifications: Division 1 of the FDOT Standard Specifications is <u>not</u> included in the definition and is not a part of the Contract Documents.
- 3) Please Review Article 3.2; page GS-36, which provides Governing order of documents.
- 4) Please Review Articles 4.1.3 FDOT Approved Product Lists, installation certification and warranty requirements, Page GS-55. Products on the APL are still subject to final approval and acceptance by CFX. Bid the Details and Products depicted in Plans.
- 5) Please review Article 5.9; page GS-64, concerning Preservation of Property and use of streets and roads.

- a) GS 5.9.3.4 Video tape of haul routes
- 6) Please review Article 5.10, Responsibility for Damages, Claims, etc.
- 7) Article 5.11; page GS-71, concerning insurance requirements. Please note the type of insurance required and outlined in sub-articles 5.11.1 through 5.11.8.
- 8) Article 5.12 Contract Bond (Public Construction Bond) required.
- 9) Article 5.22; page GS-80, regarding Tolls and Access. Contractor shall pay tolls. Access the Project by existing ramps. No access will be allowed trough R/W fence.
- 10) Article 5.25 Public Records. Should any questions or concerns arise pertaining to these requirements please contact Custodian of Public Records
- 11) Articles 6.1 concerning Subletting, GS-85. The Contractor shall perform not less than 50% of the total Contract amount less the total amount for "Specialty Work".
- 12) Article 6.3, page GS-87, concerning Prosecution of Work and particularly sub-articles 6.3.3 concerning submission of schedules and section 6.3.2 pertaining to adjacent projects.
- 13) Please Review Article 6.4, Limitations of Operations, page GS-89
 - (i) See also SP-4 CCTV (FO) & Hwy Lighting Locates and Protection, SP-7 Lane Rental Fees (as amended in Addendum 1); SP-10 Maintenance of Facilities.
- 14) Please review Article 6.7 Contract Time, GS 94:
 - i) (SP-1) Time 185 calendar days for Final Completion; 155 Days for Substantial
 - ii) Sub-article 6.7.3; page GS-115, concerning <u>Adjusting Contract Time</u> and the circumstances under which CFX may consider an extension of time.
 - iii) (SP-31) Contract Time Extensions; adjustments for weather detailed
 - iv) No adjustments for HOLIDAYS (6.6.4)
- 15) Maintaining Satisfactory Progress, please review Section 6.8.1, as it relates to retainage due to unsatisfactory progression of the work. Familiarize oneself with the thresholds of \$/%time comparison to planned progress and actuals as monetary values are applied to the activities of the Working Schedule.
- 16) Please Review Article 6.10, Liquidated Damages for Failure to Complete the Work, in conjunction with **SP-1**:
 - i) LDs for Substantial Completion (Day 155) = \$2,500 per day.
 - ii) LDs for Final Completion (185 Days) = \$1,000 per day.
- 17) Please Review Article 6.13; page GS-101 concerning Express Warranty for period within 1 year after final acceptance.
- 18) Please Review Article 7.2 and as amended in Addendum 2, Scope of Payments: Fuel and Bit adjustments. Fuel Table provided Addendum 2; see also SP-5.
- 19) Please review Article 7.6.1 Partial Payment, & retainage beyond 75% completion. See also SP-3, which accommodates at sole discretion of CFX Bi-Monthly Progress Payments.

ii) TECHNICAL SPECIFICATIONS:

Pages TS-1 through TS-9 provides adjustments to the FDOT Specifications 2019. Please review.

TS 2.1 Insert new Section 101, Mobilization

TS 2.2 Insert new Section 102, Maintenance of Traffic

TS 2.3 Insert new Section 104, Prevention, Control, and Abatement of Erosion and Water Pollution

TS 2.11 Milling of Existing Asphalt Pavement: 4' Electronic Level to be used on top of 10' rigid straightedge for measuring cross slopes

TS 2.12 Hot Bituminous Mixtures: 4' Electronic Level to be used on top of 10' rigid straightedge for measuring cross slopes.

TS 2.13 insert new Section 334 Superpave Asphalt Concrete

TS 2.14 insert new Section 337 Asphalt Concrete Friction Courses

TS 2.32 insert new Section 700 Signing

TS 2.33 Insert new Section 712, Preformed Patterned Retroreflective Tape (PPRT)

TS 2.34 insert new Section 994 Retro-reflective Sheeting.

iii) SPECIAL PROVISIONS:

- 1) SP-1 Contract Time, Substantial Completion, Liquidated Damages
- 5) SP-2 Escrow of Bid Records
- 6) SP-3 Bi-Monthly Progress Payments
- 7) SP-4 CCTV and Highway Lighting Locates and Protection
- SP-5 Fuel Adjustment, also see Addendum 2 adding applicable 7.2.1 subsections for Fuel and Bit adjustments

CFX provided estimated quantity for diesel and gasoline worksheet as part of Addendum 2

- 9) SP-6 Revisions to FDOT Design Standards 11200 & 11300:
 - a) This is an incorrect reference and should be FDOT Standard Plans 700-020 and 700-030.

Please review changes outline in SP-6 and make these revisions.

- 10) SP-7 Lane and Ramp Closure Restrictions: stipulates an assessment of \$1000 / lane/ramp/minute not open by times required.
- 11) SP-12 Roadside and Slope Mowing: deleted in Addendum 2
- 12) SP-9 Noise Ordinance
- 13) SP-10 Maintenance of Temporary Facilities and Roadway
- 14) SP-11 Claims by third Parties

Please review provisions of SP-11 for procedures addressing third party claims arising out of Contractor's work or conduct on this Contract.

15) SPs-12, 14, 15, 16, 17, 23, & 32 pertain to Sign, Sign Sheeting (incl. Warranty), & 3M Certified Fabricator Qualifications

- 16) SP-13, Direct Materials Purchase Option
- 26) SP-18 Graffiti Removal, Contractor shall remove graffiti on new or existing structures within 48 hours after notification by CEI.
- 27) SP-19 Videotaping of Existing Drainage Systems: deleted in Addendum 1
- 28) SP-20 ITS Work Prequalification.
- 29) SP-21 Fence installation: deleted in Addendum 3
- 31) SP-22 Concurrent Construction Contracts
- 32) SP-24 Cross Slope Requirements (Paved Surfaces); QA/QC requirements, please review, as the requirements are strict.
- 33) SP-25 Cross Slope Correction (Milled Surface): deleted in Addendum 1
- 34) SP-26 Use of Material Transfer Vehicle for FC
- 35) SP-27 Vibratory Compaction: Only static rollers are permitted.
- 36) SP-28 Anti-theft wire devices: required at locations as described by SP and for conduit runs below ground greater than 50 LF
- 37) SP-29 Roadway Repair Contingency.
- 38) SP-30 MOT for Roadway Repair Contingency
- 39) SP-31Contract Time Extensions, previously discussed
- 40) SP-33 Repair and Maintenance of Existing Fence: deleted in Addendum 3

3. ADDENDUM

Addendum 1: This addendum consists of 5 pages with the following attachments:

- i) Correction of the Project Title: SR 414 Milling and Resurfacing from to Keene Road to US 441
- ii) Changes to the Special Provisions:
 - Amended SP-7, Lane and Ramp Closure Restrictions
 - Amended SP-8, Roadside and Slope Mowing (deleted in Addendum 2)
 - Deleted SP-19, Videotaping of Existing Drainage System
 - Deleted SP-25, Cross slope Correction (Milled Surface)
 - Amended SP-33, Repair and Maintenance of Existing Fence (deleted in Addendum 3)
- iii) Changes to the Plans

Deleted Plan Sheet Nos. 1, 5, and 10

Inserted revised Plan Sheet Nos. 1, 5, and 10

Addendum 2: Consisted of 44 pages and adjusted bid opening from March 26 to April 2, 2020 and consists of the following attachments:

- i) Changes to Instruction to Bidders: Addendums to be made available to registered planholders no later than two (2) days before the date set for receipt of the bids.
- ii) Revised Bid Form
- iii) Changes to Special Provisions:
 - In accordance with SP-5, Inserted Fuel Adjustment worksheet
 - Deleted SP-8, Roadside and Slope Mowing
- iv) Changes to the Plans:

Deleted Plan Sheets Nos. 1, 2, 3, 5, 19 thru 35, 38 thru 44, SQ-1, SQ-4 thru SQ-9

Inserted revised Plan Sheet Nos. 1, 2, 3, 5, 19 thru 35, 38 thru 44, SQ-1, SQ-4 thru SQ-9.

- v) Changes to the General Specifications
 - Added subsections to Article 7.2 Scope of Payments
- vi) Questions 1-3 highlights below:
 - Q1 Referred to bituminous adjustments which was not part of the General Specifications. Article 7.2 was amended in Addendum 2 to clarify this.
 - Q2 Referred to the bid date and consideration of postponement. Addendum 2 modified the bid date.
 - Q3 Questioned if the bid date would remain as scheduled. Addendum 2 modified the bid date.

Addendum 3: This addendum consists of 1 page with the following attachments:

- i) Changes to Special Provisions:
 - Deleted SP-21, Fence Installation
 - Deleted SP-33, Repair and Maintenance of Existing Fence

Addendum 4: This addendum consists of 8 pages with the following attachments:

- i) Changes to Instruction to Bidders: Addendums to be made available to registered planholders no later than one day before the date set for receipt of the bids.
- ii) Question 1 highlights below:
 - Q1 Clarified that there are protected species (gopher tortoises) within the project limits.
 - o CEI will work with the GEC to make sure locations are marked prior to construction.

4. Bid/Pay Item Review:

• From Engineer's balanced bid review; below are Pay Items of work where bid item unit price/total varies significantly from average. This list was reviewed with no concerns expressed beyond those comments noted:

PI 327-70-11 Milling Exist Asph 2.25" Depth – Significant variance to low side in comparison to averages and to 2^{nd} place bidder.

PI 570-1-2 Performance Turf, Sod - Significant variance to low side in comparison to averages and to 2nd place bidder

PI 660-4-11 Vehicle Detection System -- Video, Furnish & Install Cabinet- Significant variance to high side in comparison to averages and to 2nd place bidder

PI 660-4-12 Vehicle Detection System – Video, Furnish & Install Above- Significant variance to high side in comparison to averages and to 2nd place bidder

PI 700-1-11 Single Post Sign, F&I Ground Mount, 12-20 SF - Significant variance to high side in comparison to averages and to 2nd place bidder

PI 700-11-12 Single Post Sign, F&I Ground Mount, 21-30 SF - Significant variance to high side in comparison to averages and to 2nd place bidder

PI 705-11-1 Delineator, Flexible Tubular - Significant variance to low side in comparison to averages and to 2nd place bidder

5. PLANS

Roadway

- o Asphalt Construction
 - See also TSs, SPs-24, 26, 27, & 29
 - Removal of ³/₄" FC-5 overlap incidental to milling pay items
 - Cross Slopes Requirements and QA/QC
 - Use of transfer Vehicle
 - Static Compaction
 - Roadway Repair Contingency and associated MOT
 - Provide a 25ft transition for shoulders between FC-5 and FC-12.5
- Maintenance of Traffic:
 - o All costs & incidentals are included in the MOT LS.
 - o Contractor must coordinate detours with adjacent projects and local agencies.
 - FDOT District 5 advanced notification required
 - Orange County obtain and MOT permit
 - City of Apopka obtain a ROW permit
- Environmental Compliance/Erosion Control
 - Contractor to prepare and submit a site-specific erosion and sediment control for CFX approval, then submit to SJWMD.
 - PI 104-20 Erosion Control is Lump Sum. PI includes initial installation as well as replacements and maintenance
 - Please Review Technical Specifications (TS 104)
- Signing and Pavement Marking
 - Sign panel fabricator shall be authorized 3M certified fabricator. (SP-23)
 - o Existing signs removed shall become the property of the Contractor. (S&M General Note 16)
 - o PPRT Marking along mainline and ramps.
 - o RPMS to be placed along entire length of the project, mainline and ramps.
- 6. OTHER

Targeting NTP the 1st or 2nd week of May.

EXECUTION

It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Prime Agreement by and between CFX and Contractor. The Contractor by signing this document certifies as required by Article 3.4 of the General Specifications, that there are no known errors or omissions in the Plans, Specifications or other Contract documents.

IN WITNESS WHEREOF, this agreement has been executed by CFX and the Contractor effective on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Bernard V. Dreiling, P.E. Director of Construction and Maintenance

itnes

Ranger Construction Industries, Inc.

By:

F. Scott Fowler

Vice President, Central Division at Ranger Construction Industries, Inc.

Digitally signed by Stacy L Barber Stacy L Barber Date: 2020.04.08 16:47:52 -04'00'

Witness

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications or Special Provisions for the Contract.

2.3 Alteration of Plans

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

The term "significant change" applies only when:

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

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

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

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

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

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

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

Payment for burden shall be limited solely to the following:

1 4010 2.2.2.1	Table	2.3.2.1
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Rate	
Rate established by Law	
Rate established by Law	
Actual	
Actual	
Actual	
Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.	
Actual but not to exceed State of Florida's rate	
Actual	

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

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

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

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

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

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

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

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

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

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract TimeC = 8%D = Average Overhead Per Day

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3.6 Cost Savings Initiative Proposal

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

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

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

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP. For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review. 2.3.6.3 Processing Procedures: The Contractor shall submit five (5) copies of the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Claims by Contractor

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

2.4.2 Notice of Claim:

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

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

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

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

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

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

- (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
 - (1) documented additional job site labor expenses;
 - (2) documented additional cost of Materials and supplies;
 - (3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
 - (4) any other additional direct costs or damages and the documents in support thereof;
 - (5) any additional indirect costs or damages and all documentation in support thereof;
- (f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

2.7 Restoration of Right of Way

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

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

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

- 3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Design Standards are available from the FDOT.
- 3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

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

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

3.1.4.1. Definitions:

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

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

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like. 3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

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

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

3.1.4.4 Style, Numbering and Material of Submittals:

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

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

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

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

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

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

3.1.4.5 Submittal Paths and Copies:

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

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

3.1.4.6 Processing of Shop Drawings:

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

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

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

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

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

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

3.2 Coordination of Plans and Specifications

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

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

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

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

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

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

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

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

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

3.4 Pre-Award Meeting

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

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

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

3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor's liability therefore.

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

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

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

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

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

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

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

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

3.6.2 Furnishing of Stake Material

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

3.6.3 Layout of Work

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

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

3.6.4 Specific Staking Requirements

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

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

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

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

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

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

3.6.5 Personnel, Equipment, and Record Requirements

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

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

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

3.6.6 Payment

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

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

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

3.7.2 Contractor's Superintendent

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

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

3.7.3 Supervision for Emergencies

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

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

3.7.4 Worksite Traffic Supervisor

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

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

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

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

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

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

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

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

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

3.8.2 Failure of CFX to Reject Work During Construction

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

3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

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

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

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

3.9.2 Inspection for Substantial Completion

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

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

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

3.9.3 Final Inspection

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

3.9.4 Final Acceptance

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

3.9.5 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers and error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange or Seminole County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

- 2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
- 3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
- 4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

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3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

- 4.1 Acceptance Criteria
 - 4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.
 - 4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

- 4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.
- 4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.
- 4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.
- 4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

- 4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.
- 4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.
- 4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.
- 4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

- 4.3 Source of Supply and Quality Requirements
 - 4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.
 - 4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

- 4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.
- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

- 4.4 Inspection and Tests at Source of Supply
 - 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
 - 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.
- 4.5 Storage of Materials and Samples
 - 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.
 - 4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.
 - 4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.
 - 4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor. As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

- 5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.
- 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce, or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any offproject activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.
- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

- 5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.
- 5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

- 5.6 Control of the Contractor's Equipment
 - 5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.
 - 5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

- 5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.
- 5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:
 - 1) Overloaded Equipment as defined in subarticle 5.6.2 above:
 - a) Operating on or crossing over completed bridge structures.
 - b) Operating on or crossing over partially completed bridge structures.
 - 2) Equipment within legal load limits:
 - a) Operating on or crossing over partially completed bridge structures.
 - 3) Construction cranes:
 - a) Operating on completed bridge structures.
 - b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

- 5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.
- 5.7 Structures Over Navigable Waters
 - 5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.
- 5.8 Use of Explosives

The use of explosives will not be allowed.

- 5.9 Preservation of Property
 - 5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

- 5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.
- 5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above. 5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting or guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

- 5.10 Responsibility for Damages, Claims, etc.
 - 5.10.1 Contractor to Provide Defense Against Claims and Suits: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless CFX (its officers, agents and employees) from and against claims, damages, losses and expenses (including but not limited to attorneys' fees), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom. However, the indemnification herein provided is only to the extent caused in whole or in part by any act, omission or default of the Contractor, subcontractor, sub-subcontractor, materialman, agents of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described herein. The monetary limit on the indemnification provided herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

In claims against any person or entity indemnified under this subarticle by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this subarticle shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage. The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

This Contract shall not create in the public or any member thereof, a third party beneficiary hereunder or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

5.10.2 Guaranty of Payment for Claims: The Contractor guarantees the payment of all just claims for Materials, Equipment, supplies, tools or labor and other just claims against the Contractor or any subcontractor in connection with the Contract. Final acceptance and payment by CFX will not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by <u>A.M. Best Company</u>. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous

operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class VII, or as approved by CFX, as defined by A.M. Best and Company's Key Rating Guide. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received by CFX.

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

Excluding Professional and Pollution liability insurance, no liability insurance required herein shall be written under a "claims made" form.

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

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

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

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

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

5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:

Contract Amount	Workers' Comp/	General Liability	Automobile
	Employer's Liability	(per occurrence/ aggregate)	Liability
Up to \$3 million	Statutory / \$500,000	\$1,000,000 / \$2,000,000	\$1,000,000
\$3 million and Up	Statutory / \$1,000,000	\$5,000,000 / \$10,000,000	\$5,000,000

5.11.2 Worker's Compensation and Employer's Liability Insurance: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of a new above-ground structure or structures, (2) any addition, improvement, alteration, or repair to an existing structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the project.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the project. The Contractor agrees any flat deductible(s) shall not exceed \$25,000, and any windstorm percentage deductible (when applicable) shall not exceed five-percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: When the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - The Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits Each Occurrence - \$ 2,000,000 General Aggregate - \$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined. If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Contract Amount	Minimum Limit	Maximum Deductible	
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller	
\$1 million and Up	\$1,000,000	\$100,000	

- 5.12 Contract Bond (Public Construction Bond) Required
 - 5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.
 - 5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

- 5.15 Scales for Weighing Materials
 - 5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.
 - 5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.
 - 5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

- 5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.
- 5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.
- 5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.
- 5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

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5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

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

5.28 Discriminatory Vendor List

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

5.29 Severability

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

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

5.31 E-VERIFY

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

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces Deep Well Installation **Electrical Work** Fencing Highway Lighting Installing Pipe or Pipe Liner by Jacking and Boring Installing Structural Plate Pipe Structure Landscaping Painting **Plugging Water Wells Pressure Grouting Pumping Equipment Roadway Signing and Pavement Marking** Riprap Removal of Buildings **Rumble Strips** Sealing Wells by Injection Septic Tank and Disposal System Signalization **Utility Works** Vehicular Impact Attenuator Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

- 6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.
- 6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.
- 6.3.3 Submission of Working Schedule: Within 21 calendar days after award of the Contract, or at the preconstruction conference, whichever is earlier, the Contractor shall submit a work progress schedule to CFX. The schedule shall show the various activities of work in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the project within the Contract time allowed. The schedule shall show the order and interdependence of activities and the sequence in which the work will be accomplished as planned by the Contractor. All activities shall be described so that the work is readily identifiable and the progress on each activity can be readily measured. Each activity shall show a beginning work date, a duration, and a monetary value. Activities shall include procurement time for materials, plant and equipment, and review time for shop drawings where they are appropriate and essential to the timely completion of the project. The list of activities shall include milestones when required by the plans or specifications. If the project has more than 1 phase, each phase and its completion date shall be adequately identified and no activity shall span more than one phase.

A working plan shall be submitted with the schedule. The working plan shall be a concise written description of the Contractor's construction plan.

If, in the opinion of CFX, the schedule submitted by the Contractor is inadequate, it will be returned to the Contractor for revision. The Contractor shall resubmit a revised schedule within 15 calendar days from the date of the transmittal returning the original schedule. The approved schedule will be used as the baseline against which Contractor's progress is measured.

The Contractor shall submit an updated work progress schedule when requested by CFX. If revisions are required to the working schedule, the Contractor shall submit revised charts and analyses within 21 calendar days after being notified by CFX.

Failure to finalize either the initial or a revised schedule in the time specified may result in CFX withholding payments to the Contractor until the schedule is approved.

- 6.3.4 Beginning Work: See Article 6.7 below.
- 6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than $24" \times 36"$) and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.

The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

- 6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.
- 6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working

within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

- 6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.
- 6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.
- 6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

- 6.6 Temporary Suspension of Contractor's Operations
 - 6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.
 - 6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
 - 6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

- 6.7 Contract Time
 - 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

- 1. War or other act of public enemies.
- 2. Riot that would endanger the well-being of Contractor's employees.
- 3. Earthquake.
- 4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
- 5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
- 6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
- 7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
- 8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
- 9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

- 1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
- 2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
- 3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said sub article.

6.8 Failure of Contractor to Maintain Satisfactory Progress

- 6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:
 - 1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or
 - 2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or
 - 3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
 - a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;

- f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
- g. fails to pay timely its subcontractors, suppliers or laborers or;
- h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
- i. becomes insolvent or is declared bankrupt or;
- j. files for reorganization under the bankruptcy code or;
- k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
- 1. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
- m. makes an assignment for the benefit of creditors or;
- n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
- o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
- p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order

or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

- 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;
- 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

- 6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.
- 6.10 Liquidated Damages for Failure to Complete the Work
 - 6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.
 - 6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.
 - 6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.
 - 6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.
 - 6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.
 - 6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

- 7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.
- 7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications.
- 7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

- 7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.
- 7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

- 7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.
- 7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

- 7.2.2 Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, CFX will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.
- 7.3 Compensation for Altered Quantities
 - 7.3.1 General: When a change or combination of changes in the Plans results in an increase or decrease in the original Contract quantities and the Work added or deleted is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of Work done. No allowance will be made for any loss of anticipated profits because of increase or decreases in quantities provided, however, that increased or decreased Work covered by a Supplemental Agreement will be paid for as stipulated in the Supplemental Agreement.

Compensation for alterations in Plans or quantities of Work requiring Supplemental Agreements shall be stipulated in such agreement, except when the Contractor proceeds with the Work without change of price being agreed upon. The Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of Work. If no Contract unit price is provided in the Contract, the Contractor agrees to do the Work in accordance with Subarticle 2.3.2 of these General Specifications.

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the amount due for the item increases or decreases by more than \$5,000, whichever is smaller. In general, such revisions will be determined by final measurement or plan calculations (or both) as additions to or deductions from plan quantities. Changes resulting in pay quantity increase or decrease in excess of 25% will be in accordance with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

If the Contractor determines that the plan quantity for any item is in error and additional or less compensation is due, the Contractor shall submit evidence of such error to CFX in the form of acceptable and verifiable measurements and calculations. Similarly, if CFX determines an error or errors exist, it will make its measurements and calculations available to the Contractor. The plan quantity will not be revised solely on the basis of the Contractor's method of construction.

For earthwork items, the claimant must note any differences in the original ground surfaces from that shown in the original plan cross-sections that would result in a substantial error to the plan quantity, and must be properly documented by appropriate verifiable level notes, acceptable to both the Contractor and CFX, and provide sufficient opportunity to verify the data prior to disturbance of the original ground surface by construction operations. The claimant shall support any claim based upon a substantial error for differences in the original ground surface by documentation as provide above.

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7.3.2.2 Authorized Changes in Limits of Work: When the pay quantity for an item is designated to be the original plan quantity and a plan change is authorized resulting in an increase or decrease in the quantity of an item, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for more than \$100. In general, such revisions will be determined by final measurement or plan calculations or both, subject to the provisions of Subarticle 2.3.2 of these General Specifications.

7.3.2.3 Specified Adjustments to Pay Quantities: The limitations detailed in Subarticles 7.3.2.1 and 7.3.2.2 do not apply when 1) the Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness, 2) the Specifications provide for a deduction due to test results falling outside of the allowable specification tolerance or 3) paying for extra length fence posts as detailed in the Standard Specifications Section 550, Fencing, sub article 550-6.3, Payment Rates for Extra-Length Posts.

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

7.3.3.2 Authorized Changes in the Work: When the pay quantity for an item is designated to be a lump sum and the Plans show an estimated plan quantity, compensation for that item will be adjusted proportionately when a plan change results in a significant increase or decrease in the quantity from the estimated plan quantity. When the Plans do not show an estimated plan quantity or the Specifications do not provide adjustments for contingencies, any authorized plan changes resulting in a significant increase or decrease in the cost of acceptably completing the item will be compensated for by establishing a new unit price through a Supplemental Agreement as provided in Subarticle 2.3.2. of these General Specifications.

7.3.4 Deviation from Plan Dimensions: If the Contractor fails to construct any item to plan or to authorized dimensions within the specified tolerances, the CEI, at his discretion will: require the Contractor to reconstruct the work to acceptable tolerances at no additional cost to CFX; accept the work and provide the Contractor no pay; or accept the work and provide the Contractor a reduced final pay quantity or reduced unit price. CFX will not make reductions to final pay quantities for those items designated to be paid on the basis of original plan quantity or a lump sum quantity under the provisions of this Article unless such reduction results in an aggregate monetary change per item of more than \$100, except that for earthwork items, the aggregate change must exceed \$5,000 or 5% of the original plan quantity, whichever is smaller. If, in the opinion of the CEI, the Contractor has made a deliberate attempt to take advantage of the construction tolerances as defined in Article 120-12.1 of the Standard Specifications to increase borrow excavation in fill sections or to decrease the required volume of roadway or lateral ditch excavation or embankment, CFX will take appropriate measurements and will apply reductions in pay quantities. CFX will not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

- 7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.
 - 7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:
 - (a) Labor:

Payment for labor and burden shall be based on actual costs of alteration, change, additional or unforeseen Work, plus a markup of 25%, agreed upon in writing before starting such Work, for every hour that the labor is actually engaged in such Work Such amount shall be considered as full compensation for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

Payment for Materials and supplies, directly related to the alteration, change, additional or unforeseen Work, accepted by CFX and used on the Project shall be based on actual costs of such Materials incorporated into the Work, including Contractor paid transportation charges (exclusive of Equipment as hereinafter set forth), plus a markup of 17.5%. Material is defined as any item used in the Work that remains a part of the Project. The cost of supplies may be the pro-rata portion caused by the alteration, change, additional or unforeseen Work.

(c) Equipment:

The use of each piece of such machinery or Equipment and rental rates must be agreed upon in writing before the force account Work is begun.

Payment for Contractor owned machinery or Equipment (other than small tools) shall be determined as described below, plus a markup of 7.5%. Payment for rented Equipment shall be based on invoice cost plus 7.5%.

The portion of the cost for machinery or Equipment shall be based on the lesser of actual cost or "Rental Rate Blue Book for Construction Equipment" (RRBB) or "Rental Rate Blue Book for Older Construction Equipment" (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

On all projects, CFX will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the RRBB and/or RRBBOCE. Allowable Machinery and Equipment Rates will be established as set out below:

1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.

2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.

3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled "Weekly", "Daily" and "Hourly" shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

7.6 Partial Payments

7.6.1 General: The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials as specified below) and reflected in the Application for Payment. The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate based on the quantities and the Contract unit prices less an amount retained and less payments previously made. In addition to other retainage held as may be described elsewhere, the amount retained shall be determined in accordance with the following schedule:

% Contract Amount Completed

0 to 75 75 to 100

Amount Retained

None 10% of value of Work completed exceeding 75% of Contract amount

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

Direct deposit of payments to the Contractor is available. If the Contractor elects to receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

- 7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.
- 7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

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7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

The following conditions shall apply to all payments for stockpiled Materials:

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.
- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.
- 7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:
 - 1) Partial payments less than \$5,000 for any one month will not be processed.
 - 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
 - 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

7.6.4.3 Off Site Storage: If the conditions of subarticle 7.6.4.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

- 1) Furnish CFX a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and CFX. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Central Florida Expressway Authority. The bond shall be in the full dollar amount of the bid price for the materials described in the Contract Documents.
- 2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <<u>supplier</u>> will be liable to the Contractor and the Central Florida Expressway Authority should <<u>supplier</u>> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Central Florida Expressway Authority."

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.
- 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments from the Contractor for all work completed and Materials furnished the previous period. This certification shall be in the form designated by CFX. The term "subcontractor", as used herein, shall also include persons or firms furnishing Materials or Equipment incorporated into the Work or stockpiled in the vicinity of the Project for which partial payment has been made by CFX and Work done under Equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

If any defined action, duty or service, part or product required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment.

If the action, duty or service, part or product thereof has been completed and is determined to be unsatisfactory by CFX, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory Work) will be withheld by CFX from any invoice or monthly billing period until the Work is determined to be acceptable.

7.7 Record of Construction Materials

7.7.1 General: For all construction Materials used in the construction of the Project (except Materials exempted by Subarticle 7.7.2), the Contractor shall preserve for inspection by CFX all invoices and records of the Materials for a period of 3 years from the date of completion of the Project. This requirement shall also apply to Materials purchased by subcontractors. The Contractor shall obtain the invoices and other Materials records from the subcontractors.

Not later than 30 days after the date of final completion of the Project, the Contractor shall furnish to CFX a certification of construction Materials procured for the Project by the Contractor and all subcontractors. The certification shall consist of an affidavit completed on a form furnished by CFX.

- 7.7.2 Non-Commercial Materials: The requirement to preserve invoices and records of Materials shall not apply to Materials generally classed as non-commercial such as fill Materials local sand, sand-clay or local Materials used as stabilizer.
- 7.8 Disputed Amounts Due Contractor

CFX reserves the right to withhold from the final estimate any disputed amounts between the Contractor and CFX. Release of all other amounts due shall be made as provided in Article 7.9.

7.9 Acceptance and Final Payment

When the Work of the Contract has been completed by the Contractor and the final inspection and final acceptance have been given by CFX, a tentative final estimate showing the value of the Work will be prepared by CFX as soon as the necessary measurements and computations can be made, usually within 30 days of final acceptance. All prior estimates and payments will be subject to correction in the final estimate and payment. The Contractor and CFX will have 30 days from the date of the tentative final estimate to resolve any outstanding issues. At the end of the 30 days, CFX will make a written Offer of Final Payment. Provided that the requirements of A) through J) of this Article have been met, the amount of the Offer of Final Payment, less any sums that may have been deducted or retained under the provisions of the Contract will be paid to the Contractor as soon as practicable.

A) The Contractor has submitted written acceptance of the balance due, as determined by CFX, as full settlement of the Contractor's account under the Contract and of all claims in connection therewith.

Or, the Contractor shall accept the balance due with the stipulation that acceptance of such payment will not constitute any bar, admission or estoppel or have any effect as to those payments in dispute or the subject of a pending claim between the Contractor and CFX. The Contractor shall define the dispute or pending claim in writing in the form of a qualified acceptance letter with full particulars of all items/issues in dispute including itemized amounts claimed. Failure by the Contractor to provide either a written acceptance letter or qualified acceptance letter within 60 calendar days of the Offer of Final Payment shall constitute full acceptance of the balance due without qualification.

If the Contractor provides a qualified acceptance letter, then the Contractor agrees that a complete claim package in accordance with Article 2.4 of the General Specifications, and limited to the particulars in the qualified

acceptance letter, will be provided within 120 calendar days of the Offer of Final Payment. Additionally, the Contractor agrees that any pending or future arbitration must be limited to the particulars in the qualified acceptance letter and must begin within 210 calendar days from the date of the Offer of Final Payment.

- B) The Contractor has properly maintained the Project as specified hereinbefore.
- C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.
- D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.
- E) The Contractor has submitted all mill tests and analysis reports to CFX.
- F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.
- G) The Contractor has previously submitted Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX, excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

- 8.2 Disadvantaged, Minority and Women Owned Businesses Participation Objective
 - 8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.
 - 8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:
 - (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

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- (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
- (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.
- 8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:
 - 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
 - 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

- Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
- 5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.
- 8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:
 - 1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
 - 2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
 - 3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
 - 4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
 - 5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

- (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
- (b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.
 - 2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - 3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.
- (c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.
- 8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:
 - 1. the procedures adopted to comply with these special provisions;
 - 2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
 - 3. the dollar value of the contracts awarded to D/M/WBEs;
 - 4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
 - 5. a description of the general categories of contracts awarded to D/M/WBEs;
 - 6. the specific efforts employed to identify and award contracts to D/M/WBEs;
 - 7. maintenance of records of payments and monthly reports to CFX;
 - 8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

- 9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.
- 9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

- 9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.
- 9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.
- 9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10- DISPUTES RESOLUTION

10.1 Disputes Resolution

10.1.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.1.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.1.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

- a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.
- b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.
- c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).
- d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

- e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.
- f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.
- g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.1.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

- a. Meeting opened by the Chairman of the Board.
- b. Remarks by the CEI.
- c. A description by the CEI and the Contractor of Work accomplished since the last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.
- d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.
- e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.1.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

- a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.
- b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.
- c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.
- d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.
- e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

- f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.
- g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.
- h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.
- i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.
- j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.
- k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.1.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be

prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.1.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.1.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

CONSENT AGENDA ITEM #8

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	<u>Aneth Williams</u> Aneth Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:	Approval of Purchase Order to Media 1 Signs, Inc. for Toll Booth Wraps Project 417-134	

Board approval is requested to issue a purchase order to Media 1 Signs, Inc. in a not-to-exceed amount of \$84,700 to wrap fourteen (14) toll booths at University and Dean Road Mainline Plazas with Knightpass.com.

As part of the construction projects at these locations it was determined that the toll booths are in need of exterior maintenance. Technology and materials available today allow for affordable and safer options to improve the appearance of the facilities while also promoting E-PASS products. This is also an opportunity to strengthen CFX's community partnership with UCF.

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

Reviewed By:

Ben Dreiling, PE (May 6, 2020)

Ben Dreiling, P.E. Director of Construction

Glenn Pressimone

CONSENT AGENDA ITEM #9

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams Aneth Williams (May 6, 2020)
DATE:	April 28, 2020	
SUBJECT:		s as a Subconsultant for the Miscellaneous ract with Pegasus Engineering, LLC

Pegasus Engineering, LLC, CFX's Miscellaneous Design Consultant Services Consultant, has requested approval to use Real Image Solutions to provide 3D rendering services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by Pegasus Engineering, LLC when its contract with CFX was originally awarded.

Board approval of Real Image Solutions as subconsultant to Pegasus Engineering, LLC is requested.

Reviewed by:

Contract No. 001161

Will Hawthorne, PE Director of Engineering

Glenn Pressimone enn Pressimone (May 6, 2020)

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

www.cfxway.com

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Pegasus Engineering, LLC	Date: <u>4/28/20</u>
CFX Contract Name: Miscellaneous Design Consultant Ser	rvices CFX Contract No.: 001161
Authorization is requested to sublet the services identified below approval to sublet services to:	which are included in the above referenced Contract. Consultant requests
Subconsultant Name: Real Image Solutions	
Address: 1877 Edgewater Drive, Orlando, FL, 32804	
Phone No.: <u>407-497-8835</u>	
Federal Employee ID No.: 82-4571909	
Description of Services to Be Sublet: <u>3D Design Visualization Se</u>	ervices
Estimated Beginning Date of Sublet Services: <u>4/28/2020</u>	
Estimated Completion Date of Sublet Services: 4/1/2021	
Estimated Value of Sublet Services*: Greater than \$25,000 *(Not to exceed \$25,000 without prior Board Approval)	
Consultant hereby certifies that the proposed subconsultant has be Contract with the Authority that are applicable to the subconsulta	
Requested By: Juan Fong 2020.04.28	
(Signature of Consultant Repr	esentative)
Project ManagerTitle	
Recommended by:	Date: 4/26/2020
Approved by:(Signature of Appropriate Chief)	Date: <u>4/28/2020</u>
Attach Subconsultant's Ce	ertificate of Insurance to this Request.
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CONSENT AGENDA ITEM #10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: **CFX Board Members**

Aneth Williams FROM: **Director of Procurement** Aneth Williams

DATE: April 27, 2020

SUBJECT: Approval of Supplemental Agreement No. 2 with RS&H, Inc. for Design Consultant Services - SR 417 Widening from John Young Parkway to Landstar Boulevard Project 417-142, Contract No. 001313

Board approval is requested for Supplemental Agreement No. 2 with RS&H, Inc. for a not-toexceed amount of \$363,487.62. The original contract was for five years with five one-year renewals.

The services include design of part time shoulder use, overhead static and dynamic signage, ITS, median lighting and sound wall.

Original Contract	\$6,500,000.00
Supplemental Agreement No. 1	\$1,172,647.69
Supplemental Agreement No. 2	\$ 363,487.62
Total	\$8,036,135.31

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

Reviewed by:

Will Hawthorne, PE Director of Engineering

> Glenn Pressimone n Pressimone (May 7, 2020

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

WWW.CFXWAY.COM

SUPPLEMENTAL AGREEMENT NO. 2

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

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

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day of ______, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

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

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NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 27, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$169,282.58 to \$4,520,418.98.
 - b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
 - c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99
 - d. The Subcontract Items are adjusted upward by \$319,205.04 to \$3,492,336.74.

• EAC	\$106,248.23
• DRMP	\$126,796.72
• BASE	\$240,015.73
• GEC	(\$320,000.00)
Nadic Engineering	\$86,897.73
• TEDS	\$79,246.63

e. The Allowance is adjusted downward by \$125,000.00 to \$0.00.
The Total Maximum Limiting Amount is adjusted upward by \$363,487.62 to \$8,036,135.31.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Director of Procurement

RS&H, INC.

By: _____ Print Name: Title:

Approved as to form and execution, only.

General Counsel for CFX

https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-142 sr 417 widening jyp - landstar blvd/2 contract/2.a supplemental agreements/sa 2/rs&h-417-142 -sa2.docx

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Dewberry

Date:	April 27, 2020
То:	Will Hawthorne, PE CFX Director of Engineering
From:	Scott Kamien ^{SMK} , PE
Subject:	Design Consultant Services - Contract 001313 CFX Project No. 417-142 SR 417 Widening from John Young Parkway to Landstar Boulevard Supplemental Agreement #2

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #2 (SA #2) submitted by RS&H, Inc. initially via email on January 29, 2020 and finalized on April 27, 2020. SA #2 is for additional professional services to prepare construction plans and bid documents for modified PTSU structures, ITS, median lighting and an additional 4,300 linear feet of soundwall.

Supplemental Agreement #2 request is attached and costs are detailed below:

\$ 169,282.58	RS&H as Prime
\$ 319.205.04	Total Subconsultant Fees
\$ 488.487.62	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$488,487.62.

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

CC:

Keith Jackson, PE Dewberry File



RS&H, Inc. 301 E. Pine Street, Suite 350 Orlando, Florida 32801 P: 407-893-5800 F: 407-264-6624 FL Cert. Nos. AACD01886 • E80005620 • LCC00020

April 27, 2020

Mr. Will Hawthorne, PE Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: SR 417 Widening from JYP to Landstar Blvd. Supplemental Agreement No. 2 – Addition of PTSU Signage, TTCP, Noise Walls and Median Lighting Orange County, Florida CFX Project No. 417-142

Dear Mr. Hawthorne:

Enclosed please find the RS&H Team supplemental fee proposal request for the subject project. The total fee is \$488,487.62 and includes amounts for subconsultants EAC Consulting, Inc., DRMP, Inc., Base Consultants, P.A., Nadic Engineering Services, Inc., and Traffic Engineering Data Solutions, Inc. The total fee includes a \$320,000 reduction of budget from Geotechnical and Environmental Consultants, Inc. as not all the original contract scope and fee were needed.

The work associated with this SA includes design of Part Time Shoulder Use (PTSU) overhead static and dynamic signage including sign structure gantries, revision of the lighting plans to move mainline light poles to the median, additional traffic control plans for added construction phases and detours, geotechnical engineering associated with more sign structures and noise walls, and updating the roadway plans, drainage plans and cross sections to account for the added PTSU gantries and the site grading associated with the addition of barrier mounted as well as post mounted noise walls. A more detailed list of tasks is included in each of the firms' staff-hour estimates included with this transmittal.

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

Very truly yours,

RS&H, INC.

Renato I bogaly

Renato J. Gonzalez, PE Project Manager

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

CFX PROJECT #417-142

Supplemental Agreement #02

Part Time Shoulder Use (PTSU)

Median Lighting

Noise Walls

.

Geotechnical Investigations

Maintenance of Traffic

Orange County, Florida

Scope of Services Supplemental Agreement No. 2

CFX Project No. 417-142 SR 417 Widening from John Young Parkway to Landstar Blvd PTSU Implementation, Noise Walls, Median Lighting and Traffic Control Plans

Purpose

The purpose of this Supplemental Agreement is to modify the signing and pavement marking plans, Fiber Optic Network (FON), Temporary Traffic Control Plans, Noise walls and Lighting plans. This Supplemental also addresses the additional geotechnical investigation efforts associated with foundations for PTSU gantries as well as added noise walls. These changes will be implemented in the plans that are currently at the post 90% Plans stage.

Scope of Work

The following addresses the effort associated with lighting, signing and pavement marking, fiber optic network, and roadway and drainage plan modifications to address these additional scope items respectively.

Roadway Lighting

The following summarizes the modifications to lighting design and plans to address the changes:

- Lighting analysis to determine the required spacing for median barrier wall mounted lighting for the ultimate cross section.
- Lighting analysis for the interim widening design using the spacing required for the ultimate lighting and determination of supplemental lighting needs along auxiliary lanes, at ramp terminals, on bridges, etc. for the interim design.
- Modifications to analysis and plans to address all signing changes
- Modification of the plans to provide median mounted fixtures.
 - Will require coordination of lighting with sign supports in the median
 - Will require recalculation of voltage drops
 - Will require update of Pole Data tables and Legend
 - Will require updates to pay item numbers and notes
 - Will require updates to the lighting photometric calculations
 - Will require updates to the lighting plans
- Arc flash analysis will be included in the calculations for each load center.

Signing and Pavement Marking Plans

The following summarizes the modifications to signing design and plans to address the changes:

- Design of PTSU signing based on the most current Conceptual Signing Plan (CSP) provided by CFX.
- Plan modifications include:
 - Updating plan views to reflect PTSU signing

- Additional cross sections
- Additional guide sign details
- o Additional structural design associated with added PTSU gantries
- Additional geotechnical investigations associated with the added sign structure foundations and noise walls.

Fiber Optic Network (FON)

Modify the FON plans to include PTSU gantries and control of the dynamic message signs and lane control signs mounted to the PTSU gantries, and to provide power and communication for a new three-line DMS. To accommodate the PTSU gantries, the following work shall be added to the original scope of services:

- Develop installation details, wiring diagrams, and cabinet details for PTSU lane control gantries of three types.
- Design PTSU sign confirmation CCTV cameras. All electronic signs mounted to PTSU gantries must be visible by a CCTV camera.
- Design new local hub cabinets near PTSU lane control gantries and the new DMS structure for housing of the electronic sign control equipment. These local hubs will be 334 ground mounted cabinets.
- Design communication and power connections for the 14 PTSU lane control gantries within the project limits and the new DMS structure.
- Modify the electrical system design to support the new PTSU infrastructure and DMS.
- Modify the communication system design to support the new PTSU infrastructure and DMS.
- Determine the load requirements of each new PTSU lane control gantry and size the UPS for all new local hub cabinets.
- Evaluate ITS device placement and spacing project-wide given the additional overhead sign structures and local hub cabinets being installed as part of the PTSU modifications.
- Prepare arc-flash hazard assessment for new and modified FON power services.

Roadway and Drainage Plans

The following summarizes the modifications to roadway/drainage design and plans to address the changes described above:

- Adjustments to the current designs to account for additional foundations and uprights for the PTSU signing. Roadway plans call outs for median barrier transitions and adjustment of cross sections in order to accommodate the added sign structures.
- Adjustments to the current designs to account for additional noise walls.

Temporary Traffic Control Plans

The following summarizes the modifications to the temporary traffic control plans to address the changes described above and below:

Provide additional SR 417 mainline analysis associated with added phases in order to construct pile supported approach slabs and added shoulder mounted noise walls.

Ramp L – provide additional analysis and design for wall construction.

Ramp F1 – provide additional analysis and design for shoulder wall construction.

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SUPPLEMENTAL AGREEMENT NO. 1

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AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

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

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 244 day of 444, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

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

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NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 22, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$1,080,097.99 to
 \$4,351,136.40.
 - b. The Direct Expenses (Lump Sum) are adjusted upward by \$1,084.43 to \$21,601.60.
 - c. Direct Travel Expenses (Limiting Amount) unchanged at \$1,777.99

 d. The Subcontract Items are adjusted upward by \$470,020.11 to \$3,173,131.70.

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

e. The Allowance is adjusted downward by \$378,554.84 to \$125,000.00. The Total Maximum Limiting Amount is adjusted upward by \$1,172,647.69 to \$7,672,647.69.

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Procurement Director

RS&H, INC.

Witness: Print Name:

By RESIDENT Title:

Approved as to form and execution, only.

nos General Counsel for CF

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Dewberry

MEMORANDUM

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

Comments:

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

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

\$ 1,081,182.42	RS&H as Prime
\$ 470.020.11	Total Subconsultant Fees
\$ 1,551.202.53	Total Requested Amount

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

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

CC!

Keith Jackson, PE Dewberry File

Memorandum | 1 of 1

AGREEMENT

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND RS&H, INC.

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

CONTRACT NO. 001313, PROJECT NO. 417-142

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

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

DESIGN SERVICES

CONTRACT NO. 001313, PROJECT NO. 417-142

JUNE 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

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

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

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

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

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

Project No. 417-142 Contract No. 001313

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

The approved subconsultants are:

CLASS I

- 1. Base Consultants, Inc. -1197 4-A
- 2. DRMP. Inc. 00146- 11
- 3. EAC Consulting, Inc. 04180 A

- 6. WBQ Design & Engineering, Inc. 00443 -A

CLASS II

- 1. DRMP, Inc. (survey) 00146
- 2. Geotechnical and Environmental Consultants, Inc. -12287- A
- 3. GPI Geospatial, Inc. Nesd H.
- Traffic Engineering Data Solutions, Inc. 12861-14. Nadic Engineering Services, Inc. 12330 A
 WBO Design & France

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

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

6.0. **COMPENSATION**

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

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807. An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

17.0. STANDARD OF CONDUCT

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

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

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

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. CONFLICT OF INTEREST

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

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

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

21.0. INSPECTOR GENERAL

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

22.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

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

23.0. COMPANIES PURSUANT TO SECTION 287,135 AND 215,473

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

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

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

24.0. AVAILABILITY OF FUNDS

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

25.0. AUDIT AND EXAMINATION OF RECORDS

25.1 Definition of Records:

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

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

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

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

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

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

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

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

26.0. GOVERNING LAW AND VENUE

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

27.0. NOTICE

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

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

4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel To CONSULTANT: RS&H, Inc. 301 East Pine Street, Suite 350 Orlando, FL. 32801 Attn: Edward Gonzalez, P.E.

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

28.0. HEADINGS

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

29.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

30.0. ASSIGNMENT

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

31.0. SEVERABILITY

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

32.0. INTEGRATION

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

33.0. ATTACHMENTS

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

Project No. 417-142 Contract No. 001313

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

RS&H, INC

BY: Authori Print Name: Title: ATT Secretary or Notary С

CENTRAL FLORIDA EXPRESSWAY AUTHORITY в of Procurement Print Name:

Effective Date:

Approved as to form and execution, only.

General Coursel for CFX

2018 JUL 19 FM 2:47

EXHIBIT A

SCOPE OF SERVICES

(6)

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

PROJECT NO. 417-142

IN ORANGE COUNTY, FLORIDA

JUNE 2018

Exhibit A

SCOPE OF SERVICES

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	5.03	Other
6.0	WORK	PERFORMED BY CFX OR ITS DESIGNEE
	6.01	Right-of-Way Acquisition
	6.02	Utility Agreements
	6.03	Public Involvement
	6.04	Contracts and Specifications Services
	6.05	Post-Design Services
	6.06	Environmental Permits
	6.07	Conceptual Specialty Design
7.0	ADMIN	NISTRATION
	7.01	Central Florida Expressway Authority
	7.02	CFX's Project Manager
	7.03	Consultant
	7.04	Project Control
	7.05	Work Progress
	7.06	Schedule
	7.07	Project Related Correspondence
	7.08	Quality Control
	7.09	Consultant Personnel
	7.10	Site Visit
	7.11	Acceptability of the Work
	7.12	Design Documentation
	7.13	Reviews and Submittals
	7.14	30% Roadway Plan Submittal40

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7.15	30% Bridge and Structural Plan Submittal	42
7.16	60% Roadway Plan Submittal	42
7.17	90 % Bridge and Structure Plan Submittal	45
7.18	90% Roadway Plan Submittal	45
7.19	100% Roadway, Bridge, Structural and Right-of-Way Plans	46
7.20	Pre-Bid Plans	46
7.21	Bid Set	46

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1.0 GENERAL

- 1.01 Location
 - A. See EXHIBIT "E", Project Location Map.
- 1.02 Description

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

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

- A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.
- 1.05 Term of Agreement for Design Services
 - A. The term of the Agreement to perform the required design services shall be within eighteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
 - B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.
 - 1. **Project Milestones:**

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
 - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 - 2. The FDOT Standard Plans for Road and Bridge Construction, latest edition and subsequent interim or Developmental Standard Plans and updates, shall be used for this project.
 - 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
 - 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 - 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
 - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 **DESIGN CRITERIA**

3.01 General

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

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

The following	criteria are to	be incor	porated into	the design:
THE TOTIO WIND		· · · · · · · · · · · · · · · · · · ·	por ace a mice	me dependent

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft. Lane Drop Tapers	0.10	0.10	0.05 Urban 0.10 Rural
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY	RAMPS	CROSSROADS/ COLLECTORS
			Rural
Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT	31 (30 mph)	
	290 to 540	136 (50 mph)	31 to 136
	AASHTO	110 to 160 Other (AASHTO)	
Sag	206 FDOT	31 (30 mph)	
	150 to 200	136 (50 mph)	37 to 96
	AASHTO	90 to 110 Other (AASHTO)	
c. Decision Sight Dist., ft.	Refer to	· ,	
Orean Sections	AASHTO	N/A	N/A
Cross Sections Lane Widths, ft.	12	12 dual lanes	12 inner lanes
,		15 min. single lane	12-16 outer lanes
Shoulder width, ft.	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	(2 paved)
			* min. 5' paved FDOT
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved)	
		(* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right Left	10 6	6 6	
Leit	0	0	
	6-Lane	Dual Lane	
Right Left	10 10	10 6	
	10	U	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-	2%	2%
	lane)		

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Bridge Lanes	2% typ. (no break)		
		5%	5%
Left Shoulder	5%	6%	6%
Right Shoulder	6%		
_		N/A	22' or 40'
d. Median Width (4-lane),	64' (typical)		
ft. (E.O.P./E.O.P.)	26' (with barrier)		
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.
- 3.03 Bridge and Other Structures
 - A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

- 4.01 Design Features
 - A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
 - B. Major elements of the work include the following:

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

- 4.02 Governmental Agencies
 - A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to GOAA, FDEP and applicable Water Management District(s).
- 4.03 Median Multi-Modal Corridor Assessment Study
 - A. The Consultant will evaluate various conceptual typical section options in order to identify the preferred median width requirements for the SR 417 Corridor widening. Tasks will include the following:
 - B. Investigate future scenarios and design requirements to accommodate multimodal accessibility (such as express bus, bus rapid transit, or commuter rail, etc.)
 - C. Assess requirements for implementation of advanced technologies and

Smart Corridor features.

- D. Research and examine future transit/rail expansion, user requirements (trucks, tour bus, etc.), travel demand needs and accessibility for planned development adjacent to the corridor.
- E. Deliverable: The results of the evaluation will be documented in a Technical Memorandum to support the recommended median width and related design parameters for the corridor. The Technical Memorandum will include conceptual typical sections and diagrams to define modal requirements and constraints.
- 4.04 Preliminary Design Report Review
 - A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

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

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

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

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

- B. Alignment
 - 1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of

dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400foot 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 crossslopes along the inside travel lane and outside travel lane every 100'.
 - 3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.
- F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

- 4.06 Geotechnical Investigation
 - A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
 - B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as

warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- C. The work includes, but is not limited to, the following elements:
 - a. Roadway and Drainage
 - i. Document collection and review
 - ii. Soil boring location plan
 - iii. Boring location and utility clearance
 - iv. Traffic control for field operations
 - v. Soil borings for roadway and stormwater pond design
 - vi. Pavement Cores
 - vii. ASCII files of soil borings for inclusion on plan cross sections
 - viii. Groundwater measurement at boring locations
 - ix. Estimation of seasonal high groundwater levels at boring locations
 - x. Soil classification laboratory testing
 - xi. Soil corrosion series laboratory testing for optional pipe materials
 - xii. Limerock Bearing Ratio (LBR) testing to develop Resilient Modulus for pavement design
 - xiii. Suitability of soil excavated from ponds for use in embankment construction
 - xiv. Delineation of organic and/or plastic soil and recommendations for removal
 - xv. Unconfined aquifer parameters for stormwater ponds
 - xvi. Stormwater volume recovery or background seepage analysis for stormwater ponds
 - xvii. Embankment settlement analysis
 - xviii. Slope stability evaluation of embankment slopes including benching recommendations
 - b. Structures
 - i. Document collection and review
 - ii. Soil boring location plan
 - iii. Boring location and utility clearance
 - iv. Traffic control for field operations
 - v. Soil borings for bridge foundations, box culverts, MSE walls, and sign foundations.
 - vi. Traffic control for field operations
 - vii. Groundwater measurement at boring locations

- viii. Estimation of seasonal high groundwater levels at boring locations and design high water level for foundation design
- ix. Soil classification laboratory testing
- x. Soil consolidation laboratory testing on undisturbed samples of plastic material at bridge abutments
- xi. Soil corrosion series testing for bridge substructure environmental classification
- xii. Evaluation of bridge foundation alternatives
- xiii. Detailed analysis of selected bridge foundation and design recommendations
- xiv. FBPier parameters for bridge foundation lateral load analysis
- xv. Bridge foundation construction recommendations
- xvi. Box culvert foundation design recommendations and lateral earth pressures
- xvii. Analysis of temporary walls (sheet pile, lagging wall, soil nail, etc.) needed to facilitate widening of existing bridges and walls
- xviii. MSE wall external stability analysis and minimum reinforcement lengths for final wall design
- xix. Soil parameters for design of sign and ITS structure foundations
- xx. Drilled shaft construction recommendations for sign and ITS structure foundations
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
 - a. Reports (Roadway and Drainage, Bridge and Wall, Miscellaneous Structures)
 - i. Summary of reviewed documents
 - ii. USGS Quadrangle and NRCS Soil Survey maps
 - iii. Existing conditions
 - iv. Proposed improvements
 - v. Subsurface exploration plan
 - vi. Laboratory soil testing program
 - vii. Drafted soil boring logs
 - viii. Pavement core results
 - ix. Laboratory test results
 - x. Geotechnical analyses
 - xi. Soil and groundwater design parameters
 - xii. Design recommendations
 - xiii. Construction recommendations
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station and offset, soil legend,

observed water table, estimated seasonal high elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.
- 4.07 Contamination Impact Analysis
 - A. The Consultant shall perform a Contamination Screening Evaluation of the project in accordance the FDOT Project Development and Environment Guidelines, Chapter 20 (FPDEG20) and the requirements of CFX.
 - B. The results of the assessment will be presented in the Contamination Screening Evaluation Report (CSER). The CSER will rank potential contamination sites as No, Low, Medium or High risk in accordance with FPDEG20. Recommendations for sampling and testing at sites, if warranted, shall be included in the report.
 - C. The sampling and testing of any sites, including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.
- 4.08 Pavement Design
 - A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and interchange ramps impacted..
 - B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- 4.09 Borrow Pits
 - A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.
- 4.10 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
- B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.
- 4.11 Environmental Permits
 - A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1 Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires

additional work by the Consultant a Supplemental Agreement will be prepared.

- 8. Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
- 9. Provide all permit application material in .pdf format and 7 hard copies.
- 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
- 11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.12 Utilities

A. Location

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

- B. Utility Coordination
 - 1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility owners.
 - 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
 - 3. Where utility conflicts occur which require utility relocation

agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

- 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
- 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6. The Consultant shall obtain all necessary utility work schedules from the utility owners for all utility relocation or adjustments required to accommodate construction.
- 7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.13 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items

- 3. General notes
- 4. Summary Quantities sheets
- 5. Project Layout
- 6. Typical roadway sections
- 7. Plans and profiles (plans at 1"=50' scale)
- 8. Interchange plans, profiles, alignment and plan index sheets
- 9. Interchange layout plans
- 10 Intersection plans and profiles or spot elevations
- 11. Interchange curve and coordinate data sheets
- 12. Ramp Terminal Details
- 13. Crossroad plans and profiles (1"= 50' scale)
- 14. Cross-sections (with pattern plan) $(1^{"} = 20^{"} \text{ horiz.}) (1^{"} = 5^{"} \text{ vert.})$
- 15. Earthwork quantities
- 16. Traffic Control Sheets including Erosion Control
- 17. Utility Adjustment Sheets as deemed necessary
- 18. Details
- 19. Special provisions
- 20. Special specifications
- 4.14 Structures Design
 - A. Prior to commencement of final design, the Consultant shall prepare a Bridge Technical Memorandum (BTM) which documents the proposed superstructure alternative for each bridge site. Superstructure alternatives will be developed based on existing prestress beam curves and past experience. No superstructure, substructure or foundation designs will be completed for the BTM. The BTM will consist of a brief project overview and superstructure typical sections. Substructure types, foundation types, retaining wall types and retaining wall

locations will be developed during the final design.

- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 - 1. Complete Bridge designs will be provided for all bridges.
 - 2. Retaining walls
 - 3. Box Culverts
 - 4. Slope protection
 - 5. Approach slabs
 - 6. Details
 - 7. Summary quantity tables
 - 8. Special provisions and specifications
 - 9. Stage construction-sequencing details (if applicable).
 - 10. Sign\Signal structures.
 - 11. Sound walls.
 - 12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.15 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 - 1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
 - 2. Design the drainage and stormwater management facilities for the 6lane section widened to the outside. Assume the median of the 6-lane section is pervious (sodded).
 - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.

- 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
- 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
- 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

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

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 - 1. Connector pipes
 - 2. Drainage structure details
 - 3. Storm drain and culvert profiles and/or drainage cross-sections
 - 4. Lateral ditches/channels
 - 5. Outfall ditches/channels
 - 6. Retention/detention ponds/exfiltration system
- 4.16 Roadway Lighting
 - A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
 - B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
 - C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes

- 4. Pole data and Legend sheet
- 5. Project Layout sheet
- 6. Plans sheets (plans at 1"=50' scale)
- 7. Service point detail
- 8. Special Details
- 4.17 Traffic Engineering
 - A. Traffic Data will be furnished by CFX.
 - B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detours. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. Temporary drainage will not be designed by the Consultant and will be made a requirement for the Contractor.
 - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 - 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes, unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.18 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.

- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. For the purposes of this proposal, sixteen (16) overhead truss signs are assumed to be required for the traffic control improvements (10 span structures and 6 cantilever structures).
- 4.19 Pavement Marking Plans
 - A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
 - B. The pavement marking design will be shown on the same plan sheets as the signing design.
- 4.20 Signalization Plans
 - A. For the SR 417 ramp terminals at Landstar Boulevard, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- 4.21 Right-of-Way Surveys
 - A. No additional right-of-way is anticipated for this project.
- 4.22 Cost Estimates
 - A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.
- 4.23 Special Provisions and Specifications
 - A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.

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

s. Special notes

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- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Relocation of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 417 bridges over intersecting arterials and waterways, along with installation of fiber optic manholes in the paved shoulder.
- w. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- y. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- z. Relocation of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction
- aa. Relocation of existing wrong way detection system (WWDS) sites and any necessary structures, foundations, attachments details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing WWDS would not survive project construction.
- bb. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- cc. Install new Wrong Way Detection Systems (WWDS) at the following off-ramps:
 - SR 417 Southbound off-ramp at Landstar Blvd.
 - SR 417 Northbound off-ramp at Landstar Blvd.

- dd. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.
- 3. The Consultant shall take the following information into consideration when developing the site construction plans:
 - a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls.
- B. Splice and Cable Routing Details
 - 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
 - 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
 - 3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.
- C. Maintenance Of Fiber Operations
 - 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
 - 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

- D. Inside Plant Plans
 - 1. The Consultant shall be responsible for any data collection necessary to complete its design.
 - 2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
 - 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.
- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.
- 4.25 Toll Plazas
 - A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.
- 4.26 Post-Design Services
 - A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
 - B. The Consultant shall support the post design process as follows:
 - a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
 - C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related

to the plans, details, and special provisions.

- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed

by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

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- The Consultant shall provide utility consulting services as needed by CFX, L. relative to proposed utility adjustments within the project limits.
- Μ. 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**
 - Α. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available shop drawings of existing conditions
 - 3. Available right-of-way plans of existing conditions
 - Current list available to CFX of owners of all affected properties 4. within the section.
 - 5. Sample plans to be used as guidelines for format, organization and content.
 - Title searches of all affected properties for use by the Consultant in 6. the preparation of the right-of-way maps.
 - 7. Contract unit prices from latest CFX construction projects.
- 5.02 **Traffic Data**
 - CFX will provide the following design traffic data: Α.
 - 1. Current and design year ADT
 - Current and design year peak hour volumes 2.
 - Turning movements at each intersection/interchange 3.
 - K, D and T factors 4.

- 5. Design speed See Section 3.02, Geometry.
- 6. AVI Percentages
- 5.03 Other
 - 1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

- 6.01 Right-of-Way Acquisition
 - A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.
- 6.02 Utility Agreements
 - A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.
- 6.03 Public Involvement
 - A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.
- 6.04 Contracts and Specifications Services
 - A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.
- 6.05 Post-Design Services
 - A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- 6.06 Environmental Permits
 - A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.
- 6.07 Conceptual Specialty Design
 - A. CFX will provide a conceptual major guide signing plan.
 - B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

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

CFX's Project Manager will:

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

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

- 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
- 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
- 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
- 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.
- 7.04 Project Control
 - A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 - 1. Determine and highlight critical path work from initial plans as work progresses.
 - 2. Identify progress against schedule for each identified work item.
 - 3. Forecast completion dates from current progress.
 - 4. Highlight rescheduled work in any area which is out of required sequence.
 - 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 - 6. Forecast future conflicts in any area.
- 7.05 Work Progress
 - A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

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

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.
- 7.07 Project Related Correspondence
 - A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.
- 7.08 Quality Control
 - A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
 - B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.
- 7.09 Consultant Personnel
 - A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.
- 7.11 Acceptability of the Work
 - A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.
- 7.12 Design Documentation
 - A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
 - B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
 - C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
 - D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

- 1. Field survey notes and computations.
- 2. Design criteria used for the project.
- 3. Geometric design calculations for horizontal alignment.
- 4. Vertical geometry calculations.
- 5. **Right-of-way calculations**.
- 6. Drainage computations.
- 7. Structural design calculations.
- 8. Geotechnical report.
- 9. Hydraulics Report for each bridged stream crossing.
- 10. Earthwork calculations not included in the quantity computation booklet.
- 11. Calculations showing cost comparisons of various alternatives considered.
- 12. Calculations of quantities.
- 13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 14. Lighting and voltage drop calculations.
- 15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.
- 7.13 Reviews and Submittals
 - A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
 - B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 - 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files,

3 sets and 1 .PDF required)

- 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 5. 60% Bridge Plans required only on Category 2 bridges.
- 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.
- 7.14 30% Roadway Plan Submittal
 - A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 - 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.
 - b) Horizontal alignment shown.
 - c) Drainage areas and flow arrows shown.
 - d) High water information shown.
 - e) Beginning and end stations shown along with any equations on project.

f) Interchange supplemental maps prepared.

3. Typical Section Sheets

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

4. Plan and Profile Sheets

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

5. Cross Sections

- a) Existing ground line.
- b) Preliminary templates at critical locations (not to exceed 500 feet).

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- 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.

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b) Existing and proposed utilities are shown.

6 Soil Borings

- a) Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.

8. Utility Relocation Plans

- a) Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Highway Lighting Plans
- 12. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
 - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

CONSENT AGENDA ITEM #11

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams Aneth Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:	Approval of Supplemental Agreement No. 1 with Horizon Engineering Group Inc. for Design Consultant Services – SR 417 Widening from Landstar Boulevard to Boggy Creek Road	

Project 417-149, Contract No. 001387

Board approval is requested for Supplemental Agreement No. 1 with Horizon Engineering Group, Inc. for a not-to-exceed amount of \$510,745.68. The original contract was for five years with five one-year renewals.

The services include additional professional services to prepare construction plans and bid documents for a northbound auxiliary lane between Landstar Blvd. and the Boggy Creek toll plaza, additional sound walls, structures, ITS and median lighting.

Original Contract	\$5,500,000.00
Supplemental Agreement No. 1	\$ 510,745.68
Total	\$6,010,745.68

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

Reviewed by: Will Hawthorne, PE Director of Engineering

> Glenn Pressimono Glenn Pressimone (May 6, 2020)

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

WWW.CFXWAY.COM



SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 417 Widening from Landstar Boulevard to Boggy Creek Road

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day of ______, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of HORIZON ENGINEERING GROUP, INC. of Maitland, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of September 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon: Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Director of Procurement

HORIZON ENGINEERING GROUP, INC.

By: _____ Title: Print Name:

Approved as to form and execution, only.

General Counsel for CFX

https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-149 sr 417 widening landstar to boggy creek road/2 contract/2.a supplemental agreements/sa 1/horizon-417-149 -sa1.docx

NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 21, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$516,808.63 to \$3,007,829.77.
 - b. The Direct Expenses (Lump Sum) remain unchanged at \$8,850.00.
 - c. The Subcontract Items are adjusted upward by \$483,175.33 to \$2,994,065.91.

• DRMP, Inc.	\$14,005.19
• Greenman-Pedersen, Inc.	\$102,017.99
• Traffic Engineering Data Solutions	\$216,394.17
• Tierra, Inc.	\$91,352.30
• WBQ Design & Engineering	\$59,405.68

d. The Allowance is adjusted downward by \$489,238.28 to \$0.00.
The Total Maximum Limiting Amount is adjusted upward by \$510,745.68 to \$6.010.745.68.

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

Dewberry

Date:	April 22, 2020	
То:	Will Hawthorne, PE CFX Director of Engineering	
From:	Scott Kamien ^{SMK} , PE	
Subject:	Design Consultant Services - Contract 001387 CFX Project No. 417-149 SR 417 Widening from Landstar Boulevard to Boggy Creek Road Supplemental Agreement #1	

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #1 (SA #1) submitted by Horizon Engineering Group, Inc. initially via email on January 31, 2020 and finalized on April 21, 2020. SA #1 is for additional professional services to prepare construction plans and bid documents for a northbound auxiliary lane between Landstar Blvd. and the Boggy Creek toll plaza, additional soundwalls, PTSU structures, ITS and median lighting.

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

\$ 516,808.63	Horizon as Prime
\$ 483.175.33	Total Subconsultant Fees
\$ 999.983.96	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$999,983.96.

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

CC:

Keith Jackson, PE Dewberry File



Will Hawthorne, PE Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Date: April 21, 2020

Re: SR 417 Landstar Blvd to Boggy Creek Road Supplemental Agreement #1 Design Fee Proposal

Project: Number: CFX 417-149

Dear Mr. Hawthorne,

Enclosed you will find The Horizon Team's updated scope and design fee proposal for the SR 417 Widening Landstar to Boggy Creek Project. This Supplemental Agreement includes various design changes from our original contract. The major scope items are listed below.

- 1. The addition of an NB Auxiliary Lane from Landstar Blvd to the Boggy Creek toll plaza
- 2. Outside widening of the Rhode Island Woods Circle Bridge and subsequent wall needs
- 3. Additional overhead signage and structural design for the additional PTSU sign gantries
- 4. Redesign of lighting system within median barrier wall
- 5. Updated ITS modifications to incorporate the PTSU approach
- 6. Additional survey & geotechnical services to support the above efforts

Please review and provide approval or comments at your earliest convenience.

If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

Horizon Engineering Group, Inc.

Joey Roselli, PE Project Manager

AGREEMENT

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND HORIZON ENGINEERING GROUP, INC.

S.R. 417 WIDENING FROM LANDSTAR BOULEVARD TO BOGGY CREEK ROAD

CONTRACT NO. 001387, PROJECT NO. 417-149

CONTRACT DATE: SEPTEMBER 13, 2018 CONTRACT AMOUNT: \$5,500,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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Section	Title
AG	Agreement
А	Exhibit "A", Scope of Services
В	Exhibit "B", Method of Compensation
С	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
Е	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule

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

FOR

S.R. 417 WIDENING FROM LANDSTAR BOULEVARD TO BOGGY CREEK ROAD PROJECT NOS. 417-149

ENGINEERING DESIGN SERVICES

CONTRACT NO. 001387

SEPTEMBER 2018

i.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(Standard Form of Agreement for Design Professional Services)

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and HORIZON ENGINEERING GROUP, INC., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 2603 Maitland Center Parkway, Ste B., Maitland, FL. 32751.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from Landstar Boulevard to Boggy Creek Road identified as Project No. 417-149 and Contract No. 001387.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit** "A", Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit** "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an $8-1/2 \times 11^{"}$ format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A**" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

(Class I) Bentley Architects and Engineers, Inc. DRMP, Inc. Greenman-Pedersen, Inc. Maser Consulting P.A. Sims Wilkerson Cartier Engineering, Inc. Traffic Engineering Data Solutions, Inc. WBQ Design & Engineering, Inc. (Class II)

Maser Consulting P.A. WBQ Design & Engineering, Inc. Tierra, Inc.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B**", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of <u>\$5,500,000.00</u> for

the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 2603 Maitland Center Parkway, Ste B., Maitland, FL. 32751.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

÷.

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contract, the contract, the contractor keeps and maintains public records upon completion of the contract, the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the

CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information. In the event indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to

indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that

the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general

aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-:VII. If requested by CFX, CFX shall have the right to examine copies and

relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to abide with such policy.

18.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

20.0. CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project sor for any projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

22.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public, proposal, or reply on a contract with a public entity or a filiate who has been placed on the discriminatory vendor list 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, 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 work; may not submit bids, proposals, or replies on lease building or public work; may not submit bids, proposals, or replies on lease building or public work; may not submit bids, proposals, or replies on lease of real property to a public work; may not submit bids, proposals, or replies on lease of real property to a public work; may not submit bids, proposals, or replies on lease of real public building or public work; may not submit bids, proposals, or replies on leases of

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

23.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 23.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 23.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 23.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 23.4. been engaged in business operations in Cuba or Syria; or
- 23.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

25.0. AUDIT AND EXAMINATION OF RECORDS

25.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

25.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

25.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of

CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

25.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

25.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

25.6 The obligations in Section 25.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 26.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

27.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: <u>Horizon Engineering Group, Inc.</u> 2603 Maitland Center Parkway, Ste B. <u>Maitland, FL. 32751</u> Attn: <u>Mr. Joey Roselli, PE</u>

> Horizon Engineering Group, Inc. 2603 Maitland Center Parkway, Ste B. Maitland, FL. 32751 Attn: Jerry Warren, P.E.

28.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

29.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

30.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

31.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

32.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

33.0. ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart Exhibit "E", Project Location Map Exhibit "F", Project Schedule

Project No. 417-149 Contract No. 001387

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on September 13, 2018.

HORIZON ENGINEERING GROUP, INC.

BY:

Authorized Signature

Print Name: Jerry C. Warren, PE

President Title:

ATTEST: Sendra L. Slipber (Seal) Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

10 **BY:** (

Director of Procurement

Print Name: ANeth Williams Effective Date:

SANDRA LYNN LAHENDRO Notary Public - State of Florida Commission # GG 075205 My Comm. Expires Feb 20, 2021 Bonded through National Notary Assn.

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 417 WIDENING FROM LANDSTAR BOULEVARD TO BOGGY CREEK ROAD

PROJECT NO. 417-149

IN ORANGE COUNTY, FLORIDA

August 27, 2018

Exhibit A SCOPE OF SERVICES

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1.0 GENERAL

- 1.01 Location
 - A. See EXHIBIT "E", Project Location Map.
- 1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 widening from Landstar Boulevard to Boggy Creek Road. Specifically, the project consists of widening to the outside for an additional general use lane and widening to the median to accommodate appropriate inside shoulder width when not accomplished with only outside widening. All mainline bridges within the project limits, Rhode Island Woods Blvd, Wyndham Lakes Blvd, Boggy Creek, and Boggy Creek Road will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

- 1.03 Purpose
 - A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 outside widening from Landstar Boulevard to Boggy Creek Road.
 - B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification).
 - 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

Project 417-149

and the Consultant.

- 1.05 Term of Agreement for Design Services
 - A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
 - B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.
 - 1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
 - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 - 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
 - 3. The FDOT Design Manual, latest edition, shall be used for this project.
 - 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 - 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
 - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year -2045
- C. Design vehicle WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

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DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond)	30 Local 45 Urban
		50 mph (Directional)	50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft. Lane Drop Tapers	0.10	0.10	0.05 Urban 0.10 Rural
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

The following criteria are to be incorporated into the design:

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DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft. Right Left	4-Lane 12 (10 paved) 8 (4 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4* paved) 2 (2 paved)
			* min. 5' paved
Right Left	6-Lane 12 (10 paved) 12 (10 paved)	Dual Lane 10* (8* paved) 8 (4 paved) (* add 2' for interstate)	
Bridges, ft. Right Left	4-Lane 10 6	Single-Lane 6 6	
Right Left	6(or more)-Lanes 12 12	Dual Lane 10 6	
Cross Slopes Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes Left Shoulder Right Shoulder	2% typ. (no break) Match Mainline Match Mainline	5% 6%	5% 6%

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DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (4-lane), ft.	64' (typical)	N/A	22' or 40'
(E.O.P./E.O.P.)	26' (with barrier)		
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.
- 3.03 Bridge and Other Structures
 - A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, etc., except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

- 4.01 Design Features
 - A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
 - B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 widening from Landstar Boulevard (Just east of the bridge - Station 809+00) to Boggy Creek Road (east of the bridge - Station 1005+00). Specifically, the project consists of widening to the outside for an additional general use lane and widening to the median to accommodate appropriate inside shoulder width when not accomplished with only outside widening. All mainline bridges within the project limits, Rhode Island Woods Blvd, Wyndham Lakes Blvd, Boggy Creek, and Boggy Creek Road will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

- 4.02 Governmental Agencies
 - A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, GOAA, FDEP and applicable Water Management District(s).
- 4.03 Preliminary Design Report Review
 - A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

- 4.04 Surveys and Mapping
 - A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

Right of Way dgn/geopak files and alignment dgn/geopak files (as available) to be provided to design team by CFX. Calculate/Locate Alignment and R/W for construction purposes. Alignment and R/W will not be set/staked in field. Alignment will be referenced by station and offset of control established in 27.1 and 27.2 and included in CTL/PNC sheets prepared in 27.5.

- C. Reference Points
 - 1. Utilize Right of Way dgn/geopak files and alignment dgn/geopak files (as available) provided to design team by CFX, control established in 27.1 and 27.2 and alignment/RW from 27.3. Prepare CTL/PNC sheets for Design Plans (mainline and Sidestreets)
- D. Bench Levels
 - 1. Bench marks are included on control points
- E. Topography
 - 1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
 - 2. The Consultant will obtain existing pavement elevations and crossslopes along the inside travel lane and outside travel lane every 100'.

- 3. Cross-sections will be performed at 1000' intervals along the mainline to verify DTM.
- 4. 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
 - 1. Quality Level B Designating
 - a. SR 417 Mainline 4.0 miles x 1 utilities = 4.0 miles of DES
 CFX will designate the FON on both sides of SR417 throughout project limits

It is understood street lighting will be replaced throughout project and has been excluded from the designating efforts
Designating efforts include all other utilities except the CFX FON and street lighting

- b. Boggy Creek .28 mile x 3 utilities = .85 miles of DES
- c. Boggy Creek Rd .24 mile x 10 utilities = 2.45 miles of DES
- d. Wyndham Lakes .12 mile x 4 utilities = .48 mile of DES
- e. Rhode Island Woods .1 mile x 4 utilities = .4 mile of DES
- 2. Locates for verification of QLB and non-tonables
 - a. Cross Streets/Interchange 1 cross section per cross street (18 utilities) = 18 THs
 - b. Laterals crossing mainline and misc. locations as needed to confirm utility alignment = 25
- 3. Quality Level A Locating
 - a. SR 417 Mainline: 9-Overhead Truss Signs (45THs), 16-Overhead Cantilever Signs (80THs), 11 - Multi-post Signs (44THs), 2 - Box Culvert Ext. (4THs), 10 - CCTV Poles (10THs), Drainage Structures (4THs)
 - b. Boggy Creek Rd: 6-Mast Arms (30THs)
 - c. Sound Wall, MSE Wall, Miscellaneous locating (50THs)
- 4. Survey
 - a. Stake all proposed sign, signal, and structure locations prior to QLA locating
 - b. Map all utility designates and locates (including FON marked by CFX)
- H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for

engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

- M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.
- N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

- 4.05 Geotechnical Investigation
 - A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
 - B. Investigations shall be performed with minimal disruption of the normal

traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- The work includes, but is not limited to, identifying roadway structural С. 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 characteristics, slope stability and benching in shrinkage/swell embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.
- 4.06 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.
- 4.07 Pavement Design
 - A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.
 - B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- 4.08 Borrow Pits
 - A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.
- 4.09 Governmental Agency and Public Meetings
 - A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
 - B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

- 4.10 Environmental Permits
 - A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
 - 8. Prepare a list of adjacent landowners along with address and ninedigit zip code at all wetland encroachment sites.
 - 9. Provide all permit application material in .pdf format.
 - 10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
 - 11. Determine extent of floodplain impacts, if any, and provide

compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

- B. Utility Coordination
 - 1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
 - 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
 - 3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
 - 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
 - 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
 - 6. The Consultant shall obtain utility work schedules from the utility companies.

- 7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
- 8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold two utility conferences at each contact.
- 4.12 Roadway Design
 - A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 417 mainline, Boggy Creek Toll Plaza, Boggy Creek Road, and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
 - B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
 - C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Typical roadway details
 - 8. Plans and profiles (plans at 1"=50' scale)

- 9. Interchange layout plans
- 10. Ramp Terminal Details
- 11. Crossroad plans and profiles $(1^{"}=50^{"})$ scale)
- 12. Cross-sections (with pattern plan) $(1^{"} = 20^{"} horiz.) (1^{"} = 5^{"} vert.)$
 - a. Earthwork quantities
- 13. Traffic Control Sheets including Temporary Drainage
- 14. Utility Adjustment Sheets as deemed necessary
- 15. Details
- 16. Special provisions
- 17. Special specifications
- 4.13 Structures Design
 - A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.
 - B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 - 1. Complete Bridge Widening designs will be provided for widening of the following bridges:
 - a. Rhode Island Road SB inside & outside widening
 - b. Rhode Island Road NB inside & outside widening
 - c. Wyndham Lakes Blvd. SB inside & outside widening
 - d. Wyndham Lakes Blvd. NB inside & outside widening
 - e. Boggy Creek SB outside widening
 - f. Boggy Creek NB inside widening & outside widening
 - g. Boggy Creek Road SB outside widening
 - h. Boggy Creek Road NB inside & outside widening

2. Retaining walls (may vary based on final design limits) Permanent MSE walls:

Tiered walls at Rhode Island Woods each quadrant

= 8 walls, approx. 3,900 LF total

Tiered walls at Wyndham Lakes each quadrant

= 8 walls, approx. 4,500 LF total

Tiered walls west of Boggy Creek on N and S side of SR 417

= 4 walls, approx. 1,800 LF total

Walls E and W of Boggy Crk Road on N side of SR 417

= 2 walls, approx. 100 LF total

10,300 LF estimated approx. total MSE wall

Temporary critical walls: TBD

Preliminary estimate includes each outside widening to support existing embankment/traffic while excavating to install front MSE wall straps. Four walls per bridge site = 16 walls total. Typical wall length approx. 40 ft anchored, 20 ft cantilevered, 60 ft total

Cast in place concrete cantilever walls:

Toe wall at west bank of Boggy Creek to maintain existing vehicle access under west end of bridge

- 3. Box Culverts Extension of both ends of one box culvert located approx. 1,500 ft west of the toll plaza.
- 4. Slope protection as required for the spill through abutments at the crossing of Boggy Creek.
- 5. Approach slabs for bridge widenings
- 6. Summary quantity tables
- 7. Special provisions and specifications are not anticipated to be required for the structures work, however, if required will be included.
- 8. Stage construction-sequencing details will consist of bridge cross sections showing demolition and construction phases with corresponding traffic positions and will be coordinated with the maintenance of traffic plans.
- Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures. 10 Overhead Cantilever Sign Structures 14 Overhead Span Sign Structures (Including 4 structures with walk-in or single line DMS) 6 Mast Arm Signal Structures

- 10. Structural design of sound walls. CFX to provide limits and locations.
- 11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted for their review and approval.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 - 1. Perform all drainage design in accordance with the approved criteria from Section 3.01C. Due to the "impaired" designation of downsteam portions of Boggy Creek, a pollutant loading analysis will be performed for the project.
 - 2. Finalize the pond design at the 30% submittal. Due to the increase of impervious area width from 116' to 120', treatment and attenuation calculations will be prepared for seven (7) existing Ponds (3 interconnected ponds at Boggy Creek interchange treated as 1) and 1 new dry treatment facility to increase pollutant removal efficiency.
 - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.
 - 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
 - 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 - 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
 - 7. Prepare one (1) Bridge Hydraulics Reports that includes Boggy Creek. The BHR will be reviewed and approved by CFX, Orange County, and FEMA. No CLOMR is anticipated.
 - 8. Floodplain impacts and compensation design are not anticipated with this project effort, however, if needed will be included to obtain required permits.
 - 9. Perform cross drain analysis for eight crossings due to extensions.

One crossing will be a CBC's and the remainder are pipes.

- 10. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include:
 - A. Erosion at outfalls and along pond side banks
 - B. Evaluate widening of Boggy Creek bridge to eliminate the bridge drainage system.
- Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 - 1. Connector pipes
 - 2. Drainage structure details
 - 3. Storm drain and culvert profiles and/or drainage cross-sections
 - 4. Lateral ditches/channels
 - 5. Outfall ditches/channels
 - 6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet

- 5. Project Layout sheet
- 6. Plans sheets (plans at 1"=50' scale)
- 7. Service point detail
- 8. Special Details
- 4.16 Traffic Engineering
 - A. Traffic Data will be furnished by CFX.
 - B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
 - 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
 - 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.
- 4.17 Signing and Pavement Marking Plans
 - A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - B. CFX will provide conceptual signing plans for the project as deemed necessary.
 - C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

- D. For the purposes of this proposal, eight (8) existing overhead trusses and nine (9) existing overhead cantilevers and eight (8) existing multi-post signs along the project will be affected by the improvements. Two existing bridge mounted signs will be moved to trusses.
- 4.18 Signalization Plans
 - A. For the SR 417 ramp terminals at Boggy Creek Road, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- 4.19.1 Right-of-Way Surveys
 - A. No additional right-of-way is anticipated for this project.
- 4.20 Cost Estimates
 - A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.
- 4.21 Special Provisions and Specifications
 - A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.
- 4.22 Fiber Optic Network (FON)
 - A. Fiber Optic Infrastructure Plans
 - 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

- 2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - 1. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
 - o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
 - q. Grounding
 - r. Table of quantities
 - s. Special notes
 - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. Replacement of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 417 bridges over intersecting arterials and installation of fiber optic manholes in the paved shoulder.

- w. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- x. Replacement of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- y. Replacement of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- z. Replacement of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) with new color DMS message boards.
- aa. Conversion of all 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.
- bb. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.
- 3. The Consultant shall take the following information into consideration when developing the site construction plans:
 - a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls

- B. Splice and Cable Routing Details
 - 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
 - 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
 - 3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.
- C. Maintenance Of Fiber Operations
 - 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
 - 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.
- D. Inside Plant Plans
 - 1. The Consultant shall be responsible for any data collection necessary to complete its design.
 - 2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
 - 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.
- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

- A. This proposal includes modifications to the S.R. 417 Boggy Creek Mainline plaza. The open road tolling portion of the plaza will be altered to facilitate the conversion from 2 to 3 lanes in each direction. This includes, but is not limited to the removal of a portion of the toll plaza canopy to allow for the design and placement of the new outside shoulders, and removal of the two existing toll gantries with a new single gantry to span the increased main lane section. The modifications to the plaza canopies will include Structural, Architectural, and Electrical disciplines.
- B. As a result of the widening an access stair to the below grade tunnel will need to be modified and or infilled with concrete and closed off.
- 4.24 Post-Design Services
 - A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
 - B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
 - C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
 - D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
 - E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the

formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions
 - 2. Available right-of-way plans of existing conditions
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.

5.02 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors
 - 5. Design speed See Section 3.02, Geometry.
 - 6. AVI Percentages
- 5.03 Other
- 1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

- 6.01 Right-of-Way Acquisition
 - A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.
- 6.02 Utility Agreements
 - A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.
- 6.03 Public Involvement
 - A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.
- 6.04 Contracts and Specifications Services
 - A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.
- 6.05 Post-Design Services
 - A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
 - B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.
- 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.
 - C. CFX will be responsible for all permitting application fees.

- 6.07 Conceptual Specialty Design
 - A. CFX will provide a conceptual major guide signing plan.
 - B. CFX to provide proposed sound wall locations.
 - C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

- 7.01 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.
 - B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.
- 7.09 Consultant Personnel
 - A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.
- 7.10 Site Visit
 - A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to

perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

- 7.11 Acceptability of the Work
 - A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.
- 7.12 Design Documentation
 - A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
 - B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
 - C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
 - D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.
 - 2. Design criteria used for the project.
 - 3. Geometric design calculations for horizontal alignment.

- 4. Vertical geometry calculations.
- 5. Drainage calculations
- 6. Structural design calculations.
- 7. Geotechnical report.
- 8. Hydraulics Report for each bridged stream crossing.
- 9. Earthwork calculations not included in the quantity computation booklet.
- 10. Calculations showing cost comparisons of various alternatives considered, if applicable
- 11. Computations of quantities.
- 12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
- 13. Lighting and voltage drop calculations.
- 14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.
- 7.13 Reviews and Submittals
 - A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
 - B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 - 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
 - 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 - 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

- 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 5. 60% Bridge Plans required only on Category 2 bridges.
- 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.

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- 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. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)
- 7.17 90 % Bridge and Structure Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.
- 7.18 90% Roadway Plan Submittal
 - A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 - 1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

- a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b) Limits of side road construction.
- c) Angle and stationing for intersections.
- d) Treatment for non-standard superelevation transitions diagramed.
- e) General notes shown.
- f) Special ditches profiled.

5. Drainage Structures

- a) Existing structures requiring modifications are shown.
- b) Existing and proposed utilities are shown.

6. Soil Borings

- a) Soils data and estimated high seasonal groundwater table shown.
- 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.

- c) Sub-excavation shown.
- d) Volumes computed and shown.
- 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
 - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

CONSENT AGENDA ITEM #12

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams Aneth Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:	Approval of Supplemental Agreement No. 4 with Atkins North America, Inc. for Design Consultant Services – SR 417 Widening from Narcoosee Road to SR 528 Project 417-150, Contract No. 001393	

Board approval is requested for Supplemental Agreement No. 4 with Atkins North America, Inc. for a not-to-exceed amount of \$977,700.66. The original contract was for five years with five one-year renewals.

The services include additional design services to cover sign structures, ITS components, pier protection barrier, drainage, toll plaza and sound walls adjustments.

Original Contract	\$6,400,000.00	
Supplemental Agreement No. 1	\$	0.00
Supplemental Agreement No. 2	\$	0.00
Supplemental Agreement No. 3	\$	0.00
Supplemental Agreement No. 4	<u>\$ 97</u>	7,700.66
Total	\$7,37	7,700.66

This project is included in the Five-Year Work Plan.

Reviewed by:

Will Hawthorne, PE Director of Engineering

Glonn Prossimono

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM

SUPPLEMENTAL AGREEMENT NO. 4

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day of______, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

1

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 24, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$894,667.24 to
 \$5,046,251.72.
 - b. The Design Survey Field (Prime) is adjusted upward by 8,484.40 to \$156,112.96.
 - c. The Direct Expenses Lump Sum (Prime) is adjusted upward by \$178.32 to \$23,812.39.
 - d. The Direct Expenses Travel Limiting Amount (Prime) remains unchanged at \$1,178.34.

e. The Subcontract Items are adjusted upward by \$133,110.90 to \$2,150,345.25.

• BASE	\$18,346.05
• WBQ	\$34,776.20
•Tierra	\$79,988.65

f. The Allowance is adjusted downward by \$58,740.20 to \$0.00.

The Total Maximum Limiting Amount is adjusted upward by \$977,700.66 to \$7,377,700.66.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

ATKINS NORTH AMERICA, INC.

By: _____ Print Name: Title:

Approved as to form and execution, only.

General Counsel for CFX

https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/417-150 SR 417 Widening Narcoossee to SR 528/2 Contract/2.A Supplementals Agreements/SA 4/Atkins-417-150 -SA 4.docx

Dewberry

Date:	April 27, 2020
То:	Will Hawthorne, PE CFX Director of Engineering
From:	Carnot W. Evans, PE CWC
Subject:	Design Consultant Services - Contract 001393
	CFX Project No. 417-150
	SR 417 Widening from Narcoossee Road to SR 528
	Supplemental Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins North America, Inc. provided via email on March 11, 2020, and revised after additional discussions on April 24, 2020 for the SR 417 Widening from Narcoossee Road to SR 528. This requested contract amendment is to provide additional design services to cover additional work that was recommended for the additional sign structures, ITS components, pier protection barrier, drainage, toll plaza, and walls that have been added to the project.

The work authorization request is attached and additional costs are detailed below:

\$ 903,329.96	Atkins as Prime
\$ 133,110.90	Total Subconsultant Fees
\$ 1,036,440.86	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,036,440.86.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry File





April 24, 2020

Carnot Evans, PE Dewberry & Associates 800 North Magnolia Ave Orlando, FL 32801

RE: Project 417 – 150 SR 417 from Narcoossee Rd. to SR 528 SA #4: Miscellaneous items including: SR 528 Pier protection, PTSU accommodations, Arc Hazard Analysis, Noise wall adjustments, Ramp lighting, SB Narcoossee Ramp Toll plaza

Dear Carnot:

Attached are the following reflecting the additional services for Supplemental #4 as requested by CFX:

- Scope of work
 - o SR 528 Pier Protection
 - o PTSU Accommodations
 - Arc Hazard Flash Analysis
 - o Noise Wall adjustments
 - o Ramp lighting adjustments
 - o SB Narcoossee off-ramp adjustments Toll plaza
- Fee proposal sheets (as negotiated for the above items)

We are seeking approval at your earliest convenience.

Thank you for your continued support.

Sincerely,

In Stratck

Susan A. Gratch, PE Vice President/Senior Project Director





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Project 417 – 150 SR 417 widening from Narcoossee Rd. to SR 528 Scope of Services for Supplemental Agreement #4 SR 528 Pier Protection, PTSR Accommodations, Noise Wall Adjustments, Ramp lighting adjustments, and SB Narcoossee off-ramp adjustments April 24, 2020

Based upon recent direction from CFX, there are several areas of scope changes/additions included in this supplemental agreement. Plans have been developed thru 60%, some items are new scope some items are related to revisions based upon progress to date. These are identified below:

- 1. SR 528 Pier Protection
- 2. PTSU Accommodations
- 3. Arc Hazard Flash Analysis
- 4. Noise Wall adjustments
- 5. Ramp lighting adjustments
- 6. SB Narcoossee off-ramp adjustments (Ramp Toll Plaza)

1. SR 528 Pier Protection

Implement pier protection barriers (TL-5 or other) along SR 528 to protect existing columns. It is noted that the SR 417 widened bridge columns will be designed to meet current impact criteria (slightly larger columns with additional sheer reinforcing steel).

<u>Summary of changes</u>: It is the understanding that the CFX will be undergoing a system-wide guardrail update, thus, this improvement will be limited to the following:

a. <u>Survey</u>:

- i. Atkins:
 - additional field survey along SR 528 overall length of 900 LF and width inclusive from outside edge of WB pavement to outside edge EB pavement, inclusive of: Pavements, guardrail, columns, topo, etc.
 - Ground and footing at elevations at each pier (shovel excavation to establish the top of the footing at each location)
 - Additional utility designations as may be necessary
 - Additional mapping to allow preparation of plan views (
 - Compilation of all new data into integrated survey model





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- b. <u>Roadway/MOT (Atkins)</u>:
 - i. Additional typical section to address barrier addition
 - ii. Plan views showing improvements (800 +/- LF). Intent is not to re-profile the areas, only to add the barrier with sufficient advancement/connection length to existing guardrail to protect piers.
 - iii. Utility relocation sheets
 - iv. Cross-sections
 - v. SR 528 MOT: phasing for inside shoulder work and foundations for the barrier, both directions. Assumption is that there would be a mainline shift 2'- 4' to the outside to accommodate the construction, maintaining all lanes throughout construction duration.
- c. <u>Drainage (Atkins)</u>: spread calculations, addition of drainage structures on inside edges of EB and WB shoulders to address spread to the degree practical. Intent is to NOT adjust profile thru this area. Inlets, trench drain or other may be needed to address.
- d. <u>Structures (BASE)</u>: depending upon the depth/location of existing footings at the piers, the standard pier protection barrier may not work. If that is the case, supplemental details including crash walls and concrete collars may be needed to address the needed pier protection.

2. <u>PTSU Accommodations (Atkins, WBQ, Tierra)</u>

- a. Guide signing Revised/new efforts include:
 - i. Additional sign structures, per an updated CSP, needing geotech and foundation designs include:

	Cantilever Trusses	Full trusses (dual support)	Full Trusses (with median support)
New Signs	+6 (5 static; one	+2 (PTSU)	+5 (PTSU)
	shared)		+1 (static)

The table above also includes additional signs as requested by CFX which had previously been identified by CFX as being done by others. Based upon above table, there are additions and/or revisions to: <u>SAPM plans (WBQ), Structural (Atkins),</u> <u>guardrail locations/site design (Atkins</u>). Additional efforts and coordination with Drainage, ITS, Lighting team members (Atkins).

(Note – geotech for the added signs was included in stand alone SA #3)

PTSU sign structures with median supports and/or the monotube across the structure accommodating DMS lane arrows and static panels, are all special design, there is no FDOT or other standard program which can be used.

Assumptions:

• CFX provides the details (weight/size) for the lane use signs. We understand there will be two types of signs acceptable. Atkins will need to design the





structures to accommodate the worst case as the contractor will be permitted to select the signs.

- CFX/GEC providing details for flat trusses needed for PTSU lane use signs.
- b. SR 417 median drainage, where needed, was agreed to be generally placed along the SR 417 centerline (certain areas of superelevation were excepted). At the 60% review, CFX has directed that longitudinal median drainage will be off-set to better accommodate PTSU devices (sings, lights) to be placed in the median. From the project beginning to just south of SR 528.
- c. Median drainage structures
 - i. 1421 +/-, approximately 40 drainage structures and longitudinal pipe connecting these inlets are impacted and will require revision (calcs and plans).
 - ii. At the 60% submittal, multiple pipes were designed as offset from the centerline, through superelevated sections to eliminate conflicts with the median barrier footer. Initially it was thought these would not require relocation, however in development of details for the drilled shafts and/or median cap over the drilled shafts for median supported OH PTSU sign structures, these pipes will now need to be redesigned (4-5 locations anticipated)
 - iii. Disciplines impacted: drainage and roadway/MOT
- d. ITS based upon the discussions with CFX, the changes to the ITS as a result of the PTSU include the following:
 - i. PTSU Fiber and Power drops at the new signs (dynamic lane use)
 - ii. 100% camera coverage of all the dynamic lane use signs
 - 1. An Additional 4 devices needing geotech and structural design are estimated.
 - 2. Multiple new cameras to accommodate
 - iii. Inclusion of PTSU sign details sign details, communications and electrical service for all
 - iv. PTSU Fiber
 - 1. CFX to provide location information for junction boxes along Hwy 528/417 interchange for existing green conduit (no survey required).
 - 2. Additional plan sheets outside of current project limits will be added at 100 scale to show new fiber install in existing green conduit.
- e. Lighting: Median mounted light poles shall replace currently designed outside shoulder mounts. Assumption: new light poles will match existing light poles. Efforts will include the following:
 - i. Two analyses:
 - 1. 417-150 improvement condition: current 8-lane widening (3 GP lanes + PTSU in each direction)
 - 2. 417-150 future/ultimate condition: 10-lane [4 GP lanes + SUL in each direction, i.e., one added GP lane in each direction.

Both above analyses may necessitate poles at outside shoulder mounts. The intent is to accomplish both analyses, to develop a design for median mounted

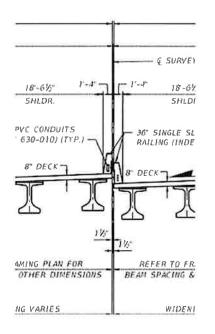




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poles that works for initial and future conditions without having to modify median pole mounts when the10-laning is implemented.

- ii. One set of plans depicting the recommended design for 417-150 installation, median mounted supplemented by outside shoulder mounts as needed for condition 1.a. above.
- iii. This also has an impact on structures, i.e. detailing for median pole mounts specifically in the superelevated OUC bridge widening section (below, not covered by standards).



- 3. <u>Arc Flash Hazard Analysis (Atkins)</u> This is a new scope item affecting lighting and ITS cabinets (existing and proposed). New scope items include the following:
 - a. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
 - b. Data Collection
 - i. Obtain the feeder conductor sizes and lengths starting the utility transformer and continuing to all devices included in the arc flash analysis.
 - ii. Obtain all circuit breaker and fuse amperage, manufacturer, model, and trip unit settings.
 - c. Utility Information – Coordinate with the local power company to gather technical information on their transformer including impedance, KVA rating, operating voltage, service voltage configuration and available fault current.





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- d. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
- e. Perform a short Circuit Study Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
- f. Calculate arc current for every required equipment or bus.
- g. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
- h. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
- i. Determine the arc flash boundary.
- j. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following:
 - i. The name of person performing the assessment
 - ii. The date of assessment.
 - iii. All data collected and used in the assessment, including protective device settings.
 - iv. Assumptions used in the absence of data.
 - v. The name of the software and the revision.
 - vi. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
- k. Arc Flash Labeling Provide sufficient details in the plans including direction that it will be the Contractor's responsibility to place Arc flash labels on the exterior cover of equipment at the power service-entrance locations. Equipment like, (a) Non-fused disconnect switch on the line side of meter, (b) service-entrance rated overcurrent protection device, (c) electrical distribution cabinet. Identify in the plans that Arc flash labels should be located in a place that is easily visible and readable from some distance. Provide the following information for the label: nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance. Label information shall also be included in the design documentation report.
- I. 12 lighting cabinets will require this analysis, and 6 ITS cabinets will require this analysis





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4. Noise Walls (Atkins, WBQ, Tierra)-

Summary of changes: Updated noise wall locations have been provided, summarized below:

Community Name	Barrier ID	Barrier Height (feet)	Est, Barrier Length ¹ (feet)	Barrier Location
Stratford Pointe	150-NBP2	22	2,208	Right of Way
Savannah Landings	150-SBP4	10	1,453	Shoulder
Oasis at Moss Park	150-NBP4	20/14	1,035/665	Hybrid
Villas at East Park	150-SBP5	22	1,700	Right of Way

The above represents additional walls above what was included in the original scope as follows:

- Additional overall length of noise wall 3561 LF
- Additional length of toe/MSE slope walls 2700 LF

- Two new locations, and two of these will be shoulder mounted versus at the ROW to be laterally offset considering future 10-laning

- The following disciplines are impacted.
 - a. <u>Roadway (Atkins)</u>: Grading and slopes shall be positioned to accommodate future 10-laning (i.e. additional outside widening). CFX has provided a conceptual typical section to support this. Additional analysis required due to extent of development of noise walls to stay within ROW constraints and design model was essentially complete. (47 sections affected, and 7 plan profiles impacted)
 - b. <u>Signing (WBQ)</u>: adjustment of one full OH and one cantilever sign structure (revised cross-sections are the only changes)
 - c. <u>Drainage (Atkins)</u>: adjustments to address the future 10-laning as follows:
 - i. Add field inlets and pipes to current trunk line to address flow in the slope
 - ii. Pipe to be sized appropriately for the flow of the future 10-lane section in this area.
 - iii. Primarily this will be in the area on the low side of super. No drainage impacts to high side of super are anticipated

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Assumption: ponds shall not be remodeled to accommodate the future 10laning

- d. <u>New toe walls (Atkins, Tierra</u>): along both new areas given current slopes extend to existing ROW.
 - i. Structures and geotech will be required once new cross-sections are established. Desire is to have 4:1 slopes (3:1 max) behind the future 10-lane break line where toe walls are present.
 - ii. Toe wall lengths expanded beyond existing scope due to the addition of noise walls. Additional total length of 2700 LF for two new wall areas.
 Roadway analysis in addition to structural and geotech required.

e. <u>ITS fiber</u> is mid-slope from about station 1295 to 1300 (Area 2) - this will require relocation (between nearest manholes) as likely in conflict with new noise wall and/or toe wall.

f. <u>Structural</u> – desire to combine one OH sign support on noise wall rather than separate structure to minimize height of slope MSE wall (single location)

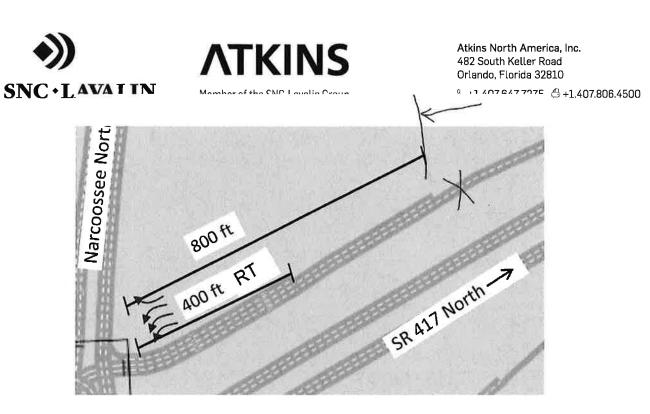
g. Geotech - borings for the new noise and toe wall limits

5. Ramp Lighting replacement (Atkins)

- Ramp Lighting:
 - a. Site visit/field review of the ramp lighting at Moss Park Rd and Dowden Rd interchanges (SR 528 has recently been replaced so no need). Light poles within these interchanges are still within service life, so likely they are in reasonable condition, however:
 - i. Perform a field review to confirm no issues
 - ii. If certain poles appear to be in poor condition, replace in kind
 - iii. No new lighting analysis is required

Narcoossee Rd – as the original light poles are 30 yrs. old +/-, replace for the ramps to and from the north within the 417-150 project limits. This will require new analysis to confirm placement and to address any adjustments contemplated with the new SB off-ramp alignment outlined in Scope change item 6 below.

6. <u>SR 417 SB off Ramp at Narcoossee (Atkins, WBQ, Tierra)</u>: CFX will be revising the concept at the SB Narcoossee Rd off ramp to a triple left with exclusive right. Inwood will be responsible for development of the concept. The rough ramp layout is below. Atkins new project limit on this ramp are from the south/west limit of the existing ramp plaza northward to SR 417.



Scope changes to Atkins work involved:

- Toll Facility Plan Addition of an all-electronic toll gantry at the X location (approximate) above based upon CFX standard ramp gantry configuration (dual mounted support). The design will be based upon the reference design provided at the Stoneybrook AET site recently constructed by the CFX.
 - o Civil/site plan
 - Grading
 - Drainage
 - Concrete pavement details
 - Temporary Traffic Control plan
 - Construction of new conc pavement (maintain one lane minimum of existing ramp traffic, and maintain ability to run thru existing plaza)
 - Demolition of existing plaza likely requiring slight diversion of ramp traffic once new ramp toll plaza is operational.
 - o Gantry structure
 - Structural notes
 - Foundation plan (geotech) (covered in SA #3)
 - Truss plan and elevation
 - Truss details
 - o Electrical and Generator LP gas tank and piping
 - Electrical plan
 - LP tank plan and piping diagram
 - Plaza demolition electrical plan





- Plaza generator LP tank demolition plan
- Lightning protection plan
- Toll equipment power riser
- Panel schedules
- LP piping and tank installation details
- Misc. electrical details
- Power Design Analysis Report (minimum inclusion: generator sizing, fuel tank sizing with other required design calcs).
- o Cabinet details

Assumptions:

- \circ Will be similar to the SR 419-316A plans (Stoneybrook West off ramp) however 2 lanes versus one lane.
- \circ No exit ramp alignment changes are anticipated at the ramp exit from SR 417.
- \circ WWD devices are within the limits of the Inwood project (will be removed from 417-150 plans)
- $\circ\,$ The actual equipment for the toll gantry is assumed to be specified and supplied by the CFX or other Consultants
- Technical specifications will be required for the generator, the automatic transfer switch (ATS), LP gas fuel tank, LP gas fuel piping
- \circ Site visit needed to verify existing plaza electrical and mechanical equipment

Schedule

As these changes have occurred post 60% design development, there are schedule impacts. Noise walls were provided in early April, he expectation is that there is a 3-4 month overall schedule delay. Updated schedule to be provided to address.

Project 417-150 Contract 001393

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SUPPLEMENTAL AGREEMENT NO. 3

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this <u>28th</u> day of <u>April</u>, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

1

NOW, THEREFORE, BE IT RESOLVED THAT:

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- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's March 23, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs remain unchanged at \$4,151,584.48.
 - b. The Design Survey Field (Prime) remains unchanged at \$147,628.56.
 - c. The Direct Expenses Lump Sum (Prime) remains unchanged at \$23,634.07.
 - d. The Direct Expenses Travel Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted upward by \$69,890.62 to \$2,017,234.35.
 - Tierra \$69,890.62
 - f. The Allowance is adjusted downward by \$69,890.62 to \$58,740.20.

The Total Maximum Limiting Amount remains unchanged at \$6,400,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Distribution of Procurement

ATKINS NORTH AMERICA, INC.

Witness: <u>In Mate</u> Print Name: SUSAN AGyata

By: Mun Alex Title: VP Small Dursee Man

Approved as to form and execution, only.

Diego "Woody" Rodriguez

Digitally signed by Diego "Woody" Rodriguez Date: 2020.04.28 13:30:56 -04'00'

General Counsel for CFX

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Dewberry

MEMORANDUM

Date:	March 24, 2020
To:	Will Hawthorne, PE CFX Director of Engineering
From:	Carnot W. Evans, PE
Subject:	Design Consultant Services - Contract 001393
	CFX Project No. 417-150
	SR 417 Widening from Narcoossee Road to SR 528
171-51- ~~ 1/121/2-5- WA P. ~	Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins North America, Inc. provided via email on March 11, 2020 for the SR 417 Widening from Narcoossee Road to SR 528. This requested contract amendment is to provide additional geotechnical services to cover additional work that was recommended for the additional sign structures and walls that have been added to the project.

The work authorization request is attached and additional costs are detailed below:

\$ 0.00	Atkins as Prime
\$ 69,890.62	Total Subconsultant Fees
\$ 69,890.62	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$69,890.62.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry File

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March 23, 2020

Carnot Evans, PE Dewberry & Associates 800 North Magnolia Ave Orlando, FL 32801

RE: Project 417 – 150 SR 417 from Narcoossee Rd. to SR 528 SA #3: Geotech services only

Dear Carnot:

As discussed, attached are the following reflecting the geotechnical services for Supplemental #3:

- Scope of work
- Fee proposal sheets (as negotiated)

We are seeking approval at your earliest convenience.

Thank you for your continued support.

Sincerely,

In Match

Susan A. Gratch Vice President/Senior Project Director





Project 417 – 150 SR 417 widening from Narcoossee Rd. to SR 528 Scope of Services for Supplemental Agreement #3 Geotechnical services only March 23, 2020

Based upon recent direction from CFX, there are several areas of scope changes/additions included in this supplemental agreement. Plans have been developed thru 60%, some items are new scope some items are related to revisions based upon progress to date. These are identified below:

- 1. SR 528 Pier Protection
- 2. PTSU Accommodations
- 3. Arc Hazard Flash Analysis
- 4. Noise Wall adjustments
- 5. Ramp lighting adjustments
- 6. SB Narcoossee off-ramp adjustments

This scope of work addresses ONLY the geotech needs associated with the supplemental.

1. SR 528 Pier Protection - no changes/additions to geotech

2. PTSU Accommodations

- a. Guide signing Revised/new efforts include:
 - i. Additional sign structures, per an updated CSP, needing geotech and foundation designs include:

	Cantilever Trusses	Full trusses (dual support)	Full Trusses (with median support)
New Signs	+6 (5 static; one shared)	+2 (PTSU)	+5 (PTSU) +1 (static)

- b. ITS based upon the discussions with CFX, the changes to the ITS as a result of the PTSU include the following:
 - i. 100% camera coverage of all the dynamic lane use signs An Additional 4 devices needing geotech and structural design are estimated.
- 3. Arc Flash Hazard Analysis no changes/additions to geotech
- 4. <u>Noise Walls length assumptions are in current scope.</u> Assuming no overall length increases, no changes/additions to geotech





Atkins North America, Inc. 482 South Keller Road Orlando, Florida 32810 &+1.407.647.7275 &+1.407.806.4500

- 5. Ramp Lighting replacement no changes/additions to geotech
- SR 417 SB off Ramp at Narcoossee: 417-150 will include the revision at the SB Narcoossee Rd off ramp to a triple left with exclusive right. Inwood will be responsible for development of the concept. At this time, the geotechnical scope is limited to borings and foundations support needed for the new gantry structure (all electronic gantry).

Schedule

As these changes have occurred post 60% design development, there are schedule impacts. The expectation is that there is a 3-month overall schedule delay, pending receipt of noise wall locations.

Project 417-150 Contract 001393

[13] @EE 29 to 2 (2).

SUPPLEMENTAL AGREEMENT NO. 2

ТО

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this <u>30</u> day of <u>December</u>, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

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NOW, THEREFORE, BE IT RESOLVED THAT:

· · ·

- 1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 26, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$66,184.41 to
 \$4,151,584.48.
 - b. The Design Survey Field (Prime) is adjusted upward by \$8,484.40 to \$147,628.56.
 - c. The Direct Expenses Lump Sum (Prime) remains unchanged at \$23,634.07
 - d. The Direct Expenses Travel Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted downward by \$74,668.81 to \$1,947,343.73.
 - Geodata -\$74,668.81
 - f. The Allowance remains unchanged at \$128,630.82.

The Total Maximum Limiting Amount remains unchanged at \$6,400,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

119 DEC 26 Pk 2036

ATKINS NORTH AMERICA, INC.

Witness: and MockLESY

By: <u>Sun Grator</u> Title: Project Managu, VP

Approved as to form and execution, only.

General Counsel for CFX

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Project 417-150 Contract 001393

SUPPLEMENTAL AGREEMENT NO. 1

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AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day of _______, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

1

NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 17, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- 2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$130,258.23 to \$4,085,400.07.
 - b. The Design Survey Field (Prime) is adjusted upward by \$13,575.04 to \$139,144.16.
 - c. The Direct Expenses Lump Sum (Prime) remains unchanged at \$23,634.07
 - d. The Direct Expenses Travel Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted upward by \$199,936.97 to \$2,022,012.54.

• BASE	\$110,354.31
• WBQ (Design)	\$4,402.67
• Tierra	\$85,179.99

f. The Allowance is adjusted downward by \$343,770.24 to \$128,630.82.

The Total Maximum Limiting Amount remains unchanged at \$6,400,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

ATKINS NORTH AMERICA, INC.

Witness Kit Hopkins Print Name Kit Hopkins

By: Jann / 1/2 Title: VP - Semer Division Munager

Approved as to form and execution, only.

General Counsel for CFX

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Dewberry

MEMORANDUM

Date:	May 20, 2019
То:	Glenn Pressimone, PE CFX Director of Engineering
From:	Carnot W. Evans, PE
Subject:	Design Consultant Services - Contract 001393
	CFX Project No. 417-150
	SR 417 Widening from Narcoossee Road to SR 528
	Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins North America, Inc. provided via email first on April 10, 2019 and then updated on May 17, 2019 (after the May 10, 2019 negotiations meeting) for the SR 417 Widening from Narcoossee Road to SR 528. This requested contract amendment is to provide professional services for additional structural design, geotechnical investigation, survey, ITS design, signing & pavement marking design, and lighting design due to the change of design approach to widening SR 417 through the SR 528 interchange.

The work authorization request is attached and additional costs are detailed below:

\$ 143,833.27	Atkins as Prime
\$ 199,936.97	Total Additional Subconsultant Fees
\$ 343,770,24	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$343,770.24.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry File





Atkins North America, Inc. 482 South Keller Road Orlando, Florida 32810 \$\$\\$+1.407,647.7275 \$\$\\$+1.407.806.4500

May 17, 2019

Glenn Pressimone, PE Director of Engineering Central Florida Expressway Authority 4974 ORL Tower Rd Orlando, FL 32807

Subject: Atkins Contract 001393 CFX Project No. 417-150: SR 417 from Narcoossee Rd to SR 528 Supplemental Agreement No 1

Dear Mr. Pressimone:

This proposed supplemental is required to address the CFX desire to include roadway and bridge (and related) infrastructure design services to accommodate future part time shoulder running through the northern one mile (+/-) of the subject project. This currently approved concept necessitates outside widening which was not included in the original design scope and fees. Exhibit A presents the detailed scope of work. This request will add the following amounts to the original contract.

Consultant	Supplemental Fees
Atkins	\$143,833.27
BASE	\$110,354.31
Tierra	\$85,179.99
WBQ	\$4,402.67
SA Total	\$343,770.24

Except as noted herein, all terms and conditions of the original agreement remain in full force and effect.

Sincerely,

Atkins

In Stratch

Susan A. Gratch, PE VP, Project Manager

Cc: Carnot Evans, Dewberry





Atkins North America, Inc. 482 South Keller Road Orlando, Florida 32810 % +1.407.647.7275 ③ +1.407.806.4500

Exhibit A

Project 417 - 150

SR 417 widening from Narcoossee Rd. to SR 528

Scope of Services for Supplemental Agreement #1

Geometry revision and median widening within SR 528 interchange

May 17, 2019

Background

The contracted scope and fee for 417-150 included median widening only through the limits of the SR 528 interchange, allowing for the addition of the 5th and 6th lanes with fully paved median to allow for full shoulders to facilitate future part time shoulder running (PTSR) through a portion of the interchange (PTSRs are not currently in the scope of work other than pavement infrastructure). As conceptual efforts progressed, and more details from CFX became available, CFX has noted a preference to extend the PTSR north of SR 528 so that when CFX expands the PTSRs northward to a logical point, the median is sufficiently set up. Further review of Atkins based upon preliminary survey and review of 417-410 and 417-457 plans along with review of Brightline Plans, have indicated a limitation considering available lateral space in the median to accommodate the PTSR in addition to the 5th and 6th lanes. In summary, due to the limitations of existing hammerhead piers (ramp fly-overs) and the planned Brightline overpass, the existing median cannot accommodate the newly requested PTSRs. As such, this scope of services outlines the additional project-wide efforts needed to make the requisite adjustments to accommodate PTSRs as desired by CFX.

Summary of Changes

Preliminary length of the mainline realignment (meeting 70 mph) and new typical with outside widening is approximately one mile, with intent of not impacting ramp gores to and from SR 528. The preliminary adjustments will require outside widening from approximate station 1413 +/- to Station 121+50 +/- (about 5200 LF).

These changes have supplemental design efforts in the following disciplines, which are described in more detail below.





Member of the SNC-Lavalin Group

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Survey Geotech MOT Drainage Structural Lighting Signing ITS

Changes by discipline:

- 1. Survey:
 - Atkins: additional survey for existing piers; LiDAR for existing overpasses (to cover outside widening); additional hard shots/ground survey of areas not covered with the LAMP (was already targeted and flown prior to this change). We have worked with Rooks to minimize the areas and use as much data from the LAPM as possible, but there are areas not appropriately covered as not deemed necessary at time of flight.
- 2. <u>Geotech</u>:
 - Additional augers for the outside widening areas (normal FDOT spacing); 91 in total are estimated
 - One added bridge boring (SPT) (note plan is to utilize to max degree practical the existing data available)
 - o Added evaluations for outside MSE wall extensions
 - o One additional SPT for OH sign, two additional SPTs for ITS devices
- Roadway/MOT:
 - Additional typicals to cover the new sections (generally the overall roadway design effort is not increased as alignment (p/p) and cross-sections are already covered). It is noted that the efforts will include appropriate evaluations for clear zone protection (piers)
 - Assumption herein is that the adjacent SR 528 ramps will not require any adjustments (i.e. guardrail or other)
 - MOT: additional phase of work for mainline SR 417; and given proximity of adjacent ramps, protection may need to be detailed along ramps
- <u>Drainage</u>: Storm drainage adjustments: new inlets, additional culvert extensions and/or end walls, and addition of shoulder gutter and inlets on the outside widened areas. Inside shoulder, generally will have barrier wall and requisite inlets.
- 5. Structural:
 - BASE: Bridges over SR 528 and over the SB to EB ramp: addition of outside widening; bridge and wall plans as needed. Further for the bridge over SR 528, we need to consider the ultimate SR 528 widening plan (i.e. the 8-laning concept plan) with our bridge widenings (may indicate how widen on the outside to ensure appropriate clearances can be met). Outside MSE wall extensions.
 - Atkins: Additional structural for 1 OH sign and 2 DMS devices





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- 6. <u>Lighting</u>: within the 1-mile length, most of the recently installed light poles will need to be removed and replaced given shift of alignment and wider travel width. Intent will be to reuse if possible, so essentially lighting for this one mile needs to be added to the project.
- 7. Signing: one OH cantilever will require removal and replacement.
- 8. <u>ITS</u>: within the 1-mile length due to outside widening, fiber and conduit replacement and 2 additional ITS devices impacted with outside widening.

Schedule

 As this change has occurred relatively early in the project, changes to initial deliverables are possible, but not to overall project completion. A detailed schedule update will be provided after execution of the SA.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ATKINS NORTH AMERICA, INC.

DESIGN CONSULTANT SERVICES FOR SR 417 WIDENING FROM NARCOOSEE ROAD TO SR 528

CONTRACT NO. 001393, PROJECT NO. 417-150

CONTRACT DATE: DECEMBER 13, 2018 CONTRACT AMOUNT: \$6,400,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, AND SCHEDULE

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION MAP, AND SCHEDULE

FOR

DESIGN CONSULTANT SERVICES FOR SR 417 WIDENING FROM NARCOOSEE ROAD TO SR 528

CONTRACT NO. 001393 PROJECT NO. 417-150

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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С	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
Е	Exhibit "E", Project Location Map
F	Exhibit "F", Schedule
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Atkins North America, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 482 S. Keller Road, Orlando, FL. 32810.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from Narcoosee Road to SR 528 identified as Project No. 417-150 and Contract No. 001393.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit** "A", Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit** "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A**," includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an $8-1/2 \times 11^{"}$ format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Base Consultants, Inc. (Class I)	George F. Young, Inc. (Class I)
I.F. Rooks & Associates, LLC (Class I)	Geodata Consultants, Inc. (Survey) (Class II)
WBQ Design & Engineering, Inc. (Class I)	George F. Young, Inc. (Survey) (Class II)
Geodata Consultants, Inc. (Class I)	Tierra, Inc. (Class II)

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,400,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract

into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 482 S. Keller Road, Orlando, FL. 32810.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contract, the contractor keeps and maintains public records upon completion of the contract, the contract, the contractor keeps and maintains public records upon completion of the contract, the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional

misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

Commercial General Liability coverage shall be on an occurrence form policy for all 14.1 operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage

provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

14.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements

have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

<u>No Contingent Fees.</u> CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project sor for any project or for any projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

17.0. DOCUMENTED ALIENS

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The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 21.4. been engaged in business operations in Cuba or Syria; or
- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as

soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

23.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:	Central Florida Expressway Authority 4974 ORL Tower Road
	Orlando, FL 32807
	Attn: Chief of Infrastructure
	Central Florida Expressway Authority 4974 ORL Tower Road
	Orlando, FL 32807
	Attn: General Counsel
To CONSULTANT:	<u>Atkins North America, Inc.</u> <u>482 S. Keller Road</u> <u>Orlando, FL. 32810</u> Attn: <u>Sue Gratch, P.E.</u>

Atkins North America, Inc. 482 S. Keller Road Orlando, FL. 32810 Attn: Chad Shockley, P.E.

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

28.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

1

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart Exhibit "E", Project Location Map Exhibit "F", Project Schedule Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

ATKINS NORTH AMERICA, INC.

BY: Authorized Signature

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

Print Name: Ken Burns, Jr DE

Business Director Title: SVP, DOT

ATTEST Secretary or Notary

Director of Procurement Print Name: AN2th William Effective Date: KELLIE M. BRABANT Notary Public – State of Florida Commission # GG 098343 My Comm. Expires Aug 22, 2021

Approved as to form and execution, only.

General Counsel for CFX

180EC 19 7+ 4:33

EXHIBIT A

SCOPE OF SERVICES

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Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 417 WIDENING FROM NARCOOSSEE ROAD TO SR 528

PROJECT NO. 417-150

IN ORANGE COUNTY, FLORIDA

November 26, 2018

Project 417-150

A-1

Exhibit A SCOPE OF SERVICES

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1.0 GENERAL

- 1.01 Location
 - A. See EXHIBIT "E", Project Location Map.
- 1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from approximately 1000 feet north/east of Narcoossee Road to approximately 4500 feet north of SR 528. The length of the project is approximately 4.7 miles. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. For the area north of SR 528, a fully paved median is not expected. All mainline bridges within the project limits including: OUC Railroad, Moss Park Road, Innovation Way, over the SR 417 SB to SR 528 EB ramp and over SR 528 will be widened to the inside for the full width of the median. OUC RR SB RR bridge will be widened to the outside. Outside bridge widening is not anticipated, however outside barrier rails may need adjustments to conform to latest standards. Other improvements include: southbound auxiliary lane between Moss Park Rd and Narcoossee Rd with a two-lane exit ramp to Narcoossee Rd; and an auxiliary lane northbound between Dowden Rd and SR 528, including a two-lane exit ramp to SR 528. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS device upgrade and fiber relocation if conflicts, maintenance of traffic, utility investigations and coordination, geotechnical investigations and analysis, retaining walls, noise walls, scheduling and project control, progress reporting and other tasks and associated activities.

- 1.03 Purpose
 - A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 widening of SR 417 from Narcoossee Road to SR 528.
 - B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS plans, final signing and pavement marking plans and preparation of a complete environmental resource application (ERP) (or permit modification) including 100% storm water management. CFX's Project Manager will perform all environmental investigations and analyses to support the Consultant's storm water management portion of the RRP.
 - C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary

and final designs.

- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.
- 1.04 Organization
 - A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.
- 1.05 Term of Agreement for Design Services
 - A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
 - B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments
 - 1. Project Milestones: The Consultant will prepare a tabulation of major project milestones.
 - 2. Project Schedule: The Consultant shall include a schedule of major design tasks. (For scheduling purposes, design reviews for submittals deemed complete shall be completed in two weeks by the CFX Project Manager.)

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2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:
 - 1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition and current updates.
 - 2. The FDOT Standard Plans, and subsequent interim indexes and current updates.
 - 3. The FDOT Design Manual.
 - 4. The FDOT Basis of Estimates Handbook.
 - 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition.
 - 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year -2045
- C. Design vehicle WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.
- 3.02 Geometry

The following criteria	are to be	incorporated	into the o	design:

		where the second se	V
DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop)	30 Local
		50 mph (Diamond)	45 Urban
		50 mph (Directional)	50 Rural
Horizontal Alignment			
Max. Curve, Degrees	3 [∞] 30'	24° 45' Loop	20°
, <u>c</u>		8° 15' Diamond	
		8° 15' Directional	
Max. Superelevation, ft/ft.			
·····, ··· ···· , ······, ······, ······, ······, ······	0.10	0.10	0.05 Urban
Lane Drop Tapers			0.10 Rural
FF			
Transitions	70:1	50:1	
		••••	
	Use spirals for	Use spirals for curves >	Use spirals for
	$curves > 1^{\circ} 30'$	1° 30'	curves $> 1^{\circ} 30'$
Vertical Alignment			
Max. Grade	3%	5% to 7% (30 mph)	5% Arterial Rural
State State	570	3% to 5% (50 mph)	7% Collector
		570 (0 570 (50 mpm)	770 COnceior

T			
DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
			Rural
Vertical Curvature (K)			
(K=Len./%grade change)			
Crest	506 FDOT	31 (30 mph)	
	290 to 540	136 (50 mph)	31 to 136
	AASHTO	110 to 160 Other	
		(AASHTO)	
Sag	206 FDOT	-31 (30 mph)	27 · 06
	150 to 200	136 (50 mph)	37 to 96
	AASHTO	90 to 110 Other	
c. Decision Sight Dist., ft.	Refer to	(AASHTO)	
c. Decision Signi Dist., it.	AASHTO	N/A	N/A
Cross Sections		1971	
Lane Widths, ft.	12	12 dual lanes	12 inner lanes
		15 min. single lane	12-16 outer lanes
		0	
Shoulder width, ft.	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	(2 paved)
			و وم با
			* min. 5' paved FDOT
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved)	
		(* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6-Lane	Dual Lane	
Right	12 (note – outside	10	
Left	paved shoulder to	6	
	remain for	v	
Cross Slopes	existing travel		
Traffic Lanes	lanes and bridges)	2%	2%
	12		
Deideo Lonco	20/ (1 1)		
Bridge Lanes	2% (4-lane)	I	

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
	3% or tbd (6- lane)		
Left Shoulder Right Shoulder	2% typ. (no break)	5% 6%	5% 6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	Match Mainline Match Mainline	N/A	22' or 40'
	64' (typical) 26' (with barrier)		
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5 (OUC – match existing)	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) Note: exit ramps on curves may use parallel type exit ramps.

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 Manual, FDOT Design Manual, FDOT Standard Plans, etc., except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

- 4.01 Design Features
 - A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
 - B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from approximately 1000 feet north/east of Narcoossee Road to approximately 4500 feet north of SR 528. The length of the project is approximately 4.7 miles. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for remainder of median areas (fully paved median is expected). For the area north of SR 528, a fully paved median is not expected. All mainline areas are to be milled and resurfaced, with guardrail replacement to conform to current height requirements. All mainline bridges within the project limits including: OUC Railroad, Moss Park Road, Innovation Way, over the SR 417 SB to SR 528 EB ramp and over SR 528 will be widened to the inside for the full width of the median. The OUC RR SB bridge will be widened to the outside. Other outside bridge widening is not anticipated. Outside barrier rails will require adjustments to conform to latest standards limited to these five locations. Other improvements include:

- Southbound auxiliary lane between Moss Park Rd and Narcoossee Rd with a two-lane exit ramp to Narcoossee Rd;
- Auxiliary lane northbound between Dowden Rd and SR 528, including a twolane NB exit ramp to SR 528.
- Ramp work including milling and resurfacing, guardrail adjustments, signing and marking, lighting conversion to LED, as follows:
 - Narcoossee Rd interchange: ramps to and from the north
 - o Moss Park Rd and Dowden Rd interchanges: all interchange ramps
- At the SR 528 interchange, ramps with the exception of the above two lane NB exit ramp to SR 528 are NOT included in the project limits (currently under design for milling and resurfacing).
- Side Street improvements other than utility adjustment coordination are not included at: Narcoossee Rd, Moss Park Rd, Dowden Rd, and SR 528.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (impacted fiber optic network and devices), maintenance of traffic, utility investigations and coordination, geotechnical investigations and analysis, retaining walls, noise walls, scheduling

and project control, progress reporting and other tasks and associated activities.

- 4.02 Governmental Agencies
 - A. The Consultant shall coordinate with and assist in securing the approval of all affected agencies. These agencies may include, but are not necessarily limited to the City of Orlando, Orange County, GOAA, FDEP and applicable Water Management District(s).
- 4.03 Preliminary Design Report Review
 - A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

- 4.04 Surveys and Mapping
 - A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

- B. Alignment
 - 1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of

the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400foot 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 crossslopes 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

Not anticipated. No improvements proposed for side streets, including: Narcoossee Rd, Moss Park Rd, Dowden Rd, and SR 528.

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design.

J. Environmental Surveys

Based upon environmental field work performed by the CFX Project Manager, the following surveys shall be performed by the Consultant:

- 1. Wetland Jurisdictional Line Surveys for engineering design and permitting
- 2. Species location surveys (gopher tortoise burrows)
- K. Geotechnical Surveys

Locate and/or stake boring locations as needed fo geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

- M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.
- N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX General Systems Consultant (GSC) will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans. SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

O. AERIAL MAPPING

- 1. Aerial mapping shall be provided by the Consultant suitable for the following uses:
 - a. Drainage Maps and permitting support (1"=400')
 - b. Roll plots for Public Meeting and property owner coordination (1"-100')
- 4.05 Geotechnical Investigation
 - A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
 - B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
 - С. 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 design considerations, and resistivity conditions requiring soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.
 - D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager

for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.
- 4.06 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.
- 4.07 Pavement Design
 - A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 417 mainline, and all ramps as necessary.
 - B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.
- 4.08 Borrow Pits
 - A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the

Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

- 4.09 Governmental Agency and Public Meetings
 - A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.
 - B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.
- 4.10 Environmental Permits
 - A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

- 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
- 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
- 8. Prepare a list of adjacent landowners along with address and ninedigit 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 storage as required by FDEP or St. Johns Water Management District.
- 12. The Consultant has determined that the existing FEMA maps are not up-to-date in many areas based on a review of the floodplain maps and FIS report. The Consultant does not anticipate the need to coordinate with the Orange County or City of Orlando Floodplain Managers, thus floodplain map revisions or floodway analysis are not included in this scope of work. Should this be required, it may be added as a supplemental service.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

- 1. The Consultant shall prepare utility adjustments plans based on information provided by respective utility companies.
- 2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
- 3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
- 4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
- 5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
- 6. The Consultant shall obtain utility work schedules from the utility companies.
- 7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 417 mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template

development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, super elevations, features of intersections, ramp terminal details, interchanges, and limited access points.

- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 - 1. Cover sheet (key sheet)
 - 2. Summary of Pay Items
 - 3. General notes
 - 4. Summary Quantities sheets
 - 5. Project Layout
 - 6. Typical roadway sections
 - 7. Plans and profiles (plans at 1"=50' scale), including mainline SR 417, and ramps as needed. No work on SR 528 is expected.
 - 8. Interchange plans, profiles, alignment and plan index sheets
 - 9. Interchange layout plans
 - 10 Intersection plan/profiles Not required.
 - 11. Interchange curve and coordinate data sheets
 - 12. Ramp Terminal Details
 - 13. Crossroad plans (1" = 50" scale), cross-road improvements are not anticipated, however, plans may be required to depict elements such as utility coordination elements.
 - 14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.): Cross section will be provided for mainline SR 417 and for widened ramps only. Ramps to be milled/resurfaced only will not have crosssections. It is assumed for milling and resurfacing efforts that crossslope corrections are minimal to none.
 - 15. Earthwork quantities
 - 16. Traffic Control Sheets including Erosion Control/Temp. Drainage

- 17. Utility Adjustment Sheets
- 18. Details
- 19. Special provisions
- 20. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type. Each of the 5 bridge locations will require inside widening only. Intent is to extend bridges through the full extent of the existing median width. Outside widening is not anticipated, however outside barriers may require retrofit to conform to current standards. At the OUC Railroad overpass, evaluation of crash protection will be completed and inclusion of requisite details to address current standards.
- 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, including Critical Temporary walls
 - 3. Box Culverts no new box culverts are expected, however headwalls on existing box culverts may require adjustment to conform to new slopes. In addition, the CFX has provided an inspection (11/9/17) for the box culvert north of Narcoossee Rd. The Consultant shall address the recommended remediations noted in the inspection report provided
 - 4. Slope protection
 - 5. Approach slabs
 - 6. Details
 - 7. Summary quantity tables
 - 8. Special provisions and specifications

- 9. Stage construction-sequencing details (if applicable)
- Sign and ITS foundations and structural designs estimated as follows: 5 new OH sign structures (3 truss, 2 full OH), 1 new DMS structure, structural evaluation of 13 existing OH sign structures to confirm new/updated panels are sufficient, and one additional ITS device (new DMS)
- 11. Sound walls, estimated locations/lengths as follows:
 - a. NB SR 417: North of Narcoossee Rd (1000 LF)
 - b. SB SR 417: S. of Moss Park Rd (1500 LF)
 - c. NB SR 417: North of Moss Park Rd (1000 LF)
- 12. Retaining/toe of slope walls, estimated as follows:
 - a. SB SR 417 north of Narcoossee SB exit ramp to the OUC RR (approximately 1500 LF)
 - b. SB SR 417, between the OUC RR overpass to the Moss Park Rd overpass (approximately 1000 LF)
- 13. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval
- 14. The Consultant shall perform an evaluation of the existing median bridge foundations and MSE wall straps, previously constructed for future widening, to determine acceptability for HL93 loading. The design and plans shall address respective needs to accommodate the needed project improvements.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 - 1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
 - 2. Finalize the pond design at the 30% submittal. Due to the increase of impervious area width, treatment and attenuation calculations will be prepared for fifteen (15) existing ponds.
 - 3. Have its chief drainage engineer available at the scheduled (biweekly/monthly) team meetings to review progress and discuss problems.

- 4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
- 5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
- 6. Perform floodplain analysis for one (1) location including proposed impacts and compensation calculations.
- 7. Perform cross drain analysis for six (6) crossings due to extensions. Two crossing will be CBC's and the remainder are pipes.
- 8. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications if requested by maintenance.
- 9. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 - 1. Connector pipes
 - 2. Drainage structure details
 - 3. Storm drain and culvert profiles and/or drainage cross-sections
 - 4. Lateral ditches/channels
 - 5. Outfall ditches/channels
 - 6. Retention/detention ponds/exfiltration system
- 4.15 Roadway Lighting
 - A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including mainline roadway and ramp fixtures, overhead sign lighting and underdeck lighting, to and including all ramps and CFX bridges within the project limits. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

Roadway lighting has been recently replaced at the SR 528 interchange. The Consultant shall review the photometrics for this recent work to confirm if illumination levels are sufficient for the SR 417 widening project and will address any deficiencies in the mainline lighting design and plans. Ramps are assumed sufficient.

- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The following is excluded: upgrade of cross road lighting to LED fixtures, upgrades to pedestrian lighting at cross-road intersections with ramps, and conversion of underdeck lighting to LED for bridges not being widened.
- D. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet
 - 5. Project Layout sheet
 - 6. Plans sheets (plans at 1"=50' scale)
 - 7. Service point detail
 - 8. Special Details
- 4.16 Traffic Engineering
 - A. Traffic Data will be furnished by CFX.
 - B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

system when developing the construction phases. Positive drainage must be maintained at all times.

- 2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, ITS fiber and devices, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
- 3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.
- 4.17 Signing and Pavement Marking Plans
 - A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
 - B. CFX will provide conceptual signing plans for the project as deemed necessary.
 - C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
 - D. For the purposes of this proposal, the following are assumptions relative to guide signs:
 - 1. All guide sign panels will be replaced (including those on ramps within the project limits).
 - 2. Two replacement large ground mounted signs.
 - 3. Four new OH structures (2 trusses, 2 full overhead).
 - 4. Structural analysis to confirm that new panels can be accommodated on the existing OH structures to remain (12 structures in total).
 - E. Propose to relocate and reuse existing structures if they meet current wind load criteria. Due to the inside widening, existing bridge mounted signs along cross-roads will not be impacted, thus not replaced (mounting or

panels do not require adjustments) with this project.

- 4.18 Signalization Plans
 - A. Signalization design and plans are not anticipated necessary for this project.
- 4.19 Right-of-Way Surveys
 - A. No additional right-of-way is anticipated for this project. ROW maps, legals, and descriptions are not required
- 4.20 Cost Estimates
 - A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.
- 4.21 Special Provisions and Specifications
 - A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by CFX's Technical Specifications.
- 4.22 Fiber Optic Network (FON)
 - A. Fiber Optic Infrastructure Plans
 - 1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, 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. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note).
 - 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) in areas of conflict.

- 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
- 1. Connectivity with the FON backbone conduits
- m. Fiber cable routing summaries, and tables for new or relocated fiber optic cabling.
- n. Controller cabinet, structure, and foundation details for proposed CFX device sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown within roadway cross sections and drainage cross sections
- v. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- 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. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets

(standard details provided), in the event existing TMS would not survive project construction.

- x. Inclusion of one dynamic message sign (DMS) anticipated to be needed within the corridor.
- 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.
- z. Install new WWDS at the off-ramps that currently do not have WWDS (SB exit ramp at Narcoossee Rd).
- 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 surge protection devices (SPD)standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls
- B. Splice and Cable Routing Details
 - 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
 - 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

- 3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.
- C. Maintenance Of Fiber Operations
 - 1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
 - 2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.
- D. Inside Plant Plans
 - 1. The Consultant shall be responsible for any data collection necessary to complete its design.
 - ¹2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.
 - 3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.
- E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.
- 4.23 Toll Plazas
 - A. Not applicable.
- 4.24 Post-Design Services
 - A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
 - 1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. roved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

- 5.01 Record Documents
 - A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions.
 - 2. Available right-of-way plans of existing conditions.
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.
 - 7. Drainage Design reports for 417 projects 401, 455, 457, 457A, 302, 107, and 126; including storm sewer tabulations.
 - 8. CADD files including GEOPAK, if available, for projects within the limits of construction.

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. CFX to provide utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

- 6.01 Right-of-Way Acquisition
 - A. If necessary, CFX, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.
- 6.02 Utility Agreements
 - A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.
- 6.03 Public Involvement
 - A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.
- 6.04 Contracts and Specifications Services
 - A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.
- 6.05 Post-Design Services
 - A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
 - B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.
- 6.06 Environnemental Permits
 - A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
 - B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

- 7.01 Central Florida Expressway Authority
 - A. CFX's Project Manager will administer the Consultant services detailed in this scope.
 - B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.
- 7.02 CFX's Project Manager

CFX's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.
- 7.03 Consultant
 - A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

- 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.
- 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
- 3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
- 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.
- 7.04 Project Control
 - A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 - 1. Determine and highlight critical path work from initial plans as work progresses.
 - 2. Identify progress against schedule for each identified work item.
 - 3. Forecast completion dates from current progress.
 - 4. Highlight rescheduled work in any area which is out of required sequence.
 - 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 - 6. Forecast future conflicts in any area.
- 7.05 Work Progress

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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 develop a project specific quality control plan which shall be maintained 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. QC documents (plans, calcs, reports) associated with phase submittals shall be provided to the CFX with each phase submittal.
 - B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.
- 7.09 Consultant Personnel
 - A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.
- 7.11 Acceptability of the Work
 - A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.
- 7.12 Design Documentation
 - A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
 - B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
 - C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
 - D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

- 1. Field survey notes and computations.
- 2. Design criteria used for the project.
- 3. Geometric design calculations for horizontal alignment.
- 4. Vertical geometry calculations.
- 5. Right-of-way calculations.
- 6. Drainage computations.
- 7. Structural design calculations.
- 8. Geotechnical report.
- 9. Hydraulics Report for each bridged stream crossing.
- 10. Earthwork calculations not included in the quantity computation booklet.
- 11. Calculations showing cost comparisons of various alternatives considered.
- 12. Calculations of quantities.
- 13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 14. Lighting and voltage drop calculations.
- 15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.
- 7.13 Reviews and Submittals
 - A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
 - B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 - 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files, 3 sets and 1 .PDF required)

- 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 5. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 6. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 7. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 8. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
- 9. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.

- 2. The design components impacted.
- 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.
- 7.14 30% Roadway Plan Submittal
 - A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
 - 1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 - 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 - 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 - 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.
 - e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.

- h. Existing ground line.
- i. Proposed profile grade.
- j. Type, size and horizontal location of existing utilities.
- k. Drainage structures and numbers are shown
- 1. 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

Project 417-150

- 9. Utility Adjustments
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)
- 7.17 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 super elevation 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.
- Utility Relocation Plans

 Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
 - A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

CONSENT AGENDA ITEM #13

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams Aneth Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:	11	sified dba Consulex, LLC as a Subconsultant for nsultant Services Contract with

The Balmoral Group, LLC, CFX's Miscellaneous Design Consultant has requested approval to use Consulex, LLC to provide coatings consulting, design and quality assurance/independent assurance inspections services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed by The Balmoral Group, LLC when its contract with CFX was originally awarded.

Board approval of Greenfield Diversified dba Consulex, LLC as subconsultant to The Balmoral Group, LLC is requested.

Reviewed by:

Will Hawthorne, PE Director of Engineering

Glenn Pressimone Pressimone (May 6, 2020

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: The Balmoral Group, LLC	Date:3/24/2020
CFX Contract Name: Miscellaneous Design Consultant Service	es (SSBE) CFX Contract No.: 001497
Authorization is requested to sublet the services identified below which approval to sublet services to:	h are included in the above referenced Contract. Consultant requests
Subconsultant Name: Greenfield Diversified dba Consulex, LLC	
Address:960 N. Cocoa Blvd. (32922) P.O. Box 126 Cocoa, J	FL 32923-0126
Phone No.: 1 (321) 631-2659	
Federal Employee ID No.:20-4670267	
Description of Services to Be Sublet: <u>Coatings Consulting, De</u>	
×	
1	
Estimated Beginning Date of Sublet Services: June 202	20
Estimated Completion Date of Sublet Services: <u>May 202</u>	4
Estimated Value of Sublet Services*: \$\$100,00 *(Not to exceed \$25,000 without prior Board Approval)	0
Consultant hereby certifies that the proposed subconsultant has been ad	
Contract with the Authority that are applicable to the subconsultant and A	the services to be sublet:
Requested By:(Signature of Consultant Representation	
Vice Pridoat	tive)
Title	
Recommended by: (Signature of Apriopriate CFX Director/Manage	Date:04/01/2020
Barristan	04/02/2020
Approved by:(Signature of Appropriate Chief)	Date:04/03/2020
Attach Subconsultant's Certific	ate of Insurance to this Request.
A-	31

CONSENT AGENDA ITEM #14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams Aneth Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:		Authorization for Fee Negotiations for SR 516 Lake-Orange Expressway Intract Nos. 001670 & 001671

Letters of Interest for the referenced project was advertised on March 1, 2020. Responses were received from nine (9) firms by the deadline. Those firms were: BCC Engineering, LLC, DRMP, Inc., HDR Engineering, Inc., AECOM Technical Services, Inc., Jacobs Engineering Group, Inc., OM Engineering Services, Inc., Volkert, Inc., WSP USA, Inc. and GHD, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on March 25, 2020 and shortlisted DRMP, Inc., HDR Engineering, Inc., BCC Engineering, LLC, GHD, Inc. and AECOM Technical Services, Inc.

As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on April 23, 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	DRMP, Inc.
2	HDR Engineering, Inc
3	AECOM, Inc.
4	BCC Engineering, Inc.
5	GHD Inc.

Board approval of the final two top ranking firms and authorization to enter into fee negotiations with DRMP, Inc. and HDR Engineering, Inc. is 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

Glenn Pressimone

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LOI-001670 & 001671 Technical Review Committee Meeting April 23, 2020 Minutes

Technical Review Committee for Professional Engineering Consultant Services for Design Consultant Services for SR 516 Lake Orange Expressway – Segments 1 & 3 Projects 516-236 & 516-238, Contract Nos. 001670 & 001671, held a duly noticed meeting on Thursday, April 23, 2020 at 9:00 a.m. via Microsoft Teams in the Sandpiper Conference Room (Room 337), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Glenn Pressimone, Chief of Infrastructure Will Hawthorne, Director of Engineering Ben Dreiling, Director of Construction Dana Chester, Manager of Engineering Jamison Edwards, Engineering Project Manager

Other Attendees:

Aneth Williams, Director of Procurement Bradley Osterhaus, Senior Procurement Administrator Aracelis Mercado & Rita Moore, Technical Coordinators

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.

09:00 – 09:40 a.m.
10:00 – 10:40 a.m.
11:00 – 11:40 a.m.
01:00 - 01:40 p.m.
02:00 – 02:40 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:

FIRM	Points	Ranking
DRMP, Inc.	08	01
HDR Engineering, Inc.	12	02
AECOM, Inc.	14	03
BCC Engineering, Inc.	18	04
GHD Group	22	05

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 (516-236) be assigned to HDR Engineering, Inc. and Segment 3 (516-238) be assigned to DRMP, Inc.

There being no other business to come before the Committee; the meeting was adjourned at 03:25 p.m.

These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, April 23, 2020 and no other notes, tapes, etc., taken by anyone takes precedence.

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Submitted by:	Bradley Osternatis	
Approved by:	Will Herwihorne	1

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR SR 516 LAKE ORANGE EXPRESSWAY - SEGMENTS 1 & 3 PROJECT NOS. 516-236 & 516-238 CONTRACT NOS. 001670 & 001671

CONSULTANT	Gienn Pressimone (Score)	Will Hawthorne (Score)	Ben Dreiling (Score)	Dana Chester (Score)	Jamison Edwards (Score)	TOTAL SCORE	RANKING
AECOM Technical Services, Inc.	1	2	4	3	4	14	3
BCC Engineering, Inc.	2	4	5	5	2	18	4
DRMP, Inc.	3	2	1	1	1	8	1
GHD Group	5	5	3	4	5	22	5
HDR Engineering, Inc.	4	1	2	2	3	12	2

ATION COMMITTEE MEMBERS (3

Ben Dreiling C. Chester

Dana Chester amison Edwards nison Edwards 10

Thursday, April 23, 2020

CONSENT AGENDA ITEM #15

MEMORANDUM

TO:	CFX Board Members
FROM:	Marc Ventura Manager of Accounting and Finance
DATE:	April 27, 2020
SUBJECT:	Approval of Roadway Insurance Policy with Zurich American Insurance Company

Board approval of the fiscal year 2021 roadway insurance policy with Zurich American Insurance Company (Zurich) in the amount of \$772,000.00 is requested. The insurance premium is \$718,913.00 and the broker fee is \$50,000.00, with \$3,087.00 for any mid-year additions. This policy covers damage or loss to bridges, overpasses and toll plaza infrastructure. Fiscal year 2021's policy would be the second year of a three-year rate guarantee program with Zurich. The current policy expires June 30, 2020.

CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) for risk management advice and for the solicitation and evaluation of proposals for insurance coverage. Staff concurs with Gallagher's recommendation to accept the policy with Zurich.

Reviewed by:

Mike Carlisle

Director of Accounting and Finance

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Proposal of Insurance

Central Florida Expressway Authority

4974 Orl Tower Road Orlando, FL 32807

entrat Mil

CONTENT OF

Presented: April 21, 2020 Effective: July 1, 2020

Chris Connelly Area Senior Vice President Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Avenue Orlando, FL 32801 (407) 370-2320 Chris_Connelly@ajg.com



Orlando A NEX

Insurance | Risk Management | Consulting



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Executive Summary

Gallagher is pleased to continue our relationship with Central Florida Expressway Authority as its insurance broker. We appreciate the opportunity to present this proposal for your consideration for your upcoming 2020 property insurance renewal.

We have partnered with CFX during both "hard" markets and "soft" market periods. We have been able to provide CFX with competitive insurance pricing, and needed capacity during both of these periods. The past few years have led to what appears to be a continually hardening market, and with recent events, it's expected the market to continue down this path. Below you will find a summary of some of these events:

- In 2017, industry property losses exceeded \$100 Billion mainly due to Hurricanes Harvey, Irma, and Maria (HIM), leading to a tightening of the property market in 2018. Average rate increases for Florida loss-free programs were approximately +10%.
- In 2018, Hurricanes Florence & Michael along with the California wildfires lead to a further hardening of the property market going into 2019's renewals.
- In 2019, Hurricane Dorian struck the Bahamas, just barely sparing Florida from its path.

As a result of two unprofitable years, nearly all carriers both domestically and internationally are reunderwriting their books of business. Certain Lloyds syndicates have shut down their direct insurance businesses, and multiple domestic carriers have cut back capacity, or dramatically increased rates.

The pace of change in the Property marketplace has been faster and more severe than many anticipated. Our own internal data shows that Property pricing has increased (on both a net rate and pure premium basis) every single quarter since Q2 2017 and this rate of change has only accelerated in 2019 in Q2 or later.

Historically, hard markets have been driven by reduced capital in the marketplace. As a result, all clients are adversely impacted. This marketplace is different—it's much more nuanced, and client results vary greatly based on industry segment, geography/catastrophe exposure, and loss history. We are seeing huge variations from the average with increases of 30% to 50% or more for clients with poor loss experience. Many of our Public Entities in Florida in 2018 with no losses, received 10-25% rate increases in 2019.

CFX Bridges Program History

Despite the dynamic catastrophe property market in Florida, Gallagher has been able to help CFX achieve significant rate reductions since our inception as your broker. The initial rate reduction achieved by CFX in 2004 was approximately 35% by going to a stand-alone program. Since then, your rate has decreased by an additional 49%, including an 18% reduction in 2012 which was guaranteed through a three-year policy term. In 2017, Gallagher negotiated a continuation of the guaranteed rate policy for three additional years through the 2019 policy renewal.

In 2014, Gallagher recommended that CFX extend its current 3 year policy rate guarantee beyond its expiration in 2015. This allowed CFX to lock in the historically low rates through 2017 and avoid uncertainty with the Florida property insurance market. It was almost unheard of in Florida for an insurance company to guarantee property insurance rates, as reinsurance costs and markets can change dramatically year-to-year. We were extremely pleased at this guarantee, which locks in historically low rates for CFX.

In 2017, the Zurich three-year term was set to expire, so Gallagher actively marketed the insurance program to other specialists in the infrastructure insurance arena. We used this leverage to get Zurich to agree to a rate reduction of -5% as shown below, as well as providing CFX the option to purchase up to \$250M of coverage if it desires





The chart below shows an overall snapshot of CFX's program over the last several years.

POLICY YEAR	TOTAL INSURED VALUES	WIND LIMIT	ANNUALIZED PREMIUM INCL. TERRORISM	TIV CHANGE	ANNUAL RATE	RATE CHANGE
2004-2005	\$476,000,000	\$100,000,000	\$441,728	-	\$0.0928	-35%
2005-2006	\$568,096,329	\$100,000,000	\$500,004	19%	\$0.0880	-5%
2006-2007	\$628,563,474	\$50,000,000	\$810,761	11%	\$0.1290	47%
2007-2008	\$824,472,840	\$50,000,000	\$873,259	31%	\$0.1059	-18%
2008-2009	\$919,750,747	\$75,000,000	\$912,088	12%	\$0.0992	-6%
2009-2010	\$1,044,830,611	\$75,000,000	\$929,899	14%	\$0.0890	-10%
2010-2011	\$1,003,312,997	\$75,000,000 AOP \$50,000,000 NWS	\$701,316	-4%	\$0.0699	-21%
2011-2012	\$1,018,635,884	\$75,000,000 AOP \$50,000,000 NWS	\$647,343	2%	\$0.0635	-9%
2012- 2013*	\$1,107,676,346	\$100,000,000	\$578,684	8%	\$0.0522	-18%
2013- 2014*	\$1,107,048,341	\$100,000,000	\$578,324	-0.05%	\$0.0522	0%
2014- 2015*	\$1,126,066,391	\$100,000,000	\$589,127	2%	\$0.0523	0%
2015- 2016*	\$1,171,174,715	\$100,000,000	\$591,933	4%	\$0.0500	-3%
2016- 2017*	\$1,273,700,873	\$100,000,000	\$639,307	8.75%	\$0.0502	-0.03%
2017-18**	\$1,436,621,223	\$100,000,000	****\$681,855	6.65%	\$0.0477	-5%
2018-19**	\$1,459,363,993	\$100,000,000	\$690,995	1.58%	\$0.0473	0%
2019-20***	\$1,569,478,312	\$100,000,000	\$704,386	7.55%	\$0.0449	-5%
2020-21***	\$1,629,678,664	\$100,000,000	\$718,913	3.84%	\$0.0441	-2%
*Policy Issued on a 4-Year Term, with Guaranteed Policy Rate						
** Policy Issued on a 3-Year Term, with Guarantee Policy Rate						
***Policy Issued on a 3-Year Term, with Guarantee Policy Rate						
****NOTE: Only \$647,277 charged for 2017 as Zurich waived additional premium to add Wekiva Pkwy						

2020 Property Insurance Renewal - Bridges & Toll Structures

In 2019, CFX elected to purchase a new, three-year policy with Zurich, which will expire in 2022. This year (2020) marks the second year of the three-year policy. Due to the changing and seemingly volatile marketplace, CFX's decision to start the three-year policy will deem itself to be beneficial. As the market continues to change, CFX will be able to circumvent these initial changes until July 2022.

As we approach policy expiration in 2022, we will revisit the multi-year terms with Zurich – as well as other markets – to see if this would be something they can entertain again.





Other Renewal Options for Consideration

Loss of Revenue, Non-Physical Damage – In the past, Gallagher and CFX have worked together to develop a tailored program to address loss of revenue due to toll suspensions issued during hurricane events. Below you will find the initial idea and structure as to how the coverage would apply for CFX:

- \$15M of Insurance Limit over a three-year policy term
 - Coverage for actual revenue losses up to \$1M per day during toll suspension
- Policy is triggered when two events occur:
 - 1. Governor mandated suspension of tolls due to named storm; and
 - 2. Toll suspension lasting longer than 7 consecutive days

Should this be a coverage CFX would like to revisit, we would be happy to have a conversation about what is available in today's marketplace – whether that be a similar product as described above or something new.

We appreciate your continued business and look forward to your further review of this proposal.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Sincerely,

•

Chris Connelly

April 21, 2020





Service Team

Chris Connelly has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE	EMAIL
Chris Connelly, ARM-P, ARe Area Senior Vice President	(407) 563-3513	Chris_Connelly@ajg.com
Erica Connick, AAI, ARM-P, CSRM Area Senior Vice President	(407) 563-3554	Erica_Connick@ajg.com
Dani Chiste Account Executive	(561) 998-6803	Dani_Chiste@ajg.com
Isabel Herbach, ARM AAI Client Service Executive	(407) 563-3541	Isabel_Herbach@ajg.com
Carmen Bishop, AAI Client Service Manager Sr.	(407) 563-3546	Carmen_Bishop@ajg.com
Monica Storts, CRM Client Service Manager II	(407) 563-3542	Monica_Storts@ajg.com
Coquette Cruz Senior Client Service Manager - Orlando	(407) 563-3518	Coquette_Cruz@ajg.com
Bart Douglas Managing Director - Gallagher Claim Advocacy Practice Group	(305) 639-3121	Bart_Douglas@ajg.com

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (407) 370-2320





Program Structure





Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Zurich American Insurance Company	Property	Recommended Quote	\$718,913.00





Named Insured

LINE OF COVERAGE	NAMED INSURED
Property	Central Florida Expressway Authority

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.





Location Schedule

LINE OF COVERAGE	LOCATION	LOCATION ADDRESS
	1	Beachline Expressway(SR-528)
	2	East-West Expressway (SR-408)
	3	Greenway (SR-417)
	4	Western Beltway (SR-429)
Property	5	Goldenrod Road
	6	John Land Apopka Expressway (SR-414)
	7	SR-453
	8	Poinciana Parkway





Premium Summary

The estimated program cost for the options are outlined in the following table:

		EXPIRING PROGRAM		PROPOSED PR	ROGRAM
LINE OF COVERAGE		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Property	Premium	Zurich American Insurance	-	Zurich American Insurance	\$718,913.00
	Estimated Cost	Company (Zurich Insurance	\$704,386.00	Company (Zurich Insurance	\$718,913.00
	Annualized Cost	Group Ltd)	\$704,386.00	Group Ltd)	-
	TRIA Premium		Included		Included
Risk Management Broker Fee			\$50,000.00		\$50,000.00
Total Estimated Program Cost			\$754,386.00		\$768,913.00

Quote from Zurich American Insurance Company (Zurich Insurance Group Ltd) is valid until 7/1/2020

Gallagher is responsible for the placement of the following lines of coverage:

Property Package

Data Security

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.





Program Details

Coverage:	Property
Carrier:	Zurich American Insurance Company
Policy Period:	7/1/2020 to 7/1/2021 Year 2 of 3 Anniversary

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Policy Limit of Liability, any one Occurrence	Limit	\$100,000,000
- Physical Damage Coverage to the Covered Property	Sublimit	\$100,000,000
- Loss of Revenue	Sublimit	\$100,000,000
- Accounts Receivable	Sublimit	\$5,000,000
- Interruption by Civil or Military Authority - 14 Days	Sublimit	-
- Expediting Expense	Sublimit	\$2,500,000
- Extra Expense	Sublimit	\$10,000,000
- Debris Removal - or 25% of Amount of insured physical loss to covered property, whichever is less	Sublimit	\$10,000,000
- Fire Department Service Charges	Sublimit	\$1,000,000
- Ingress and Egress - 14 Days	Sublimit	-
- Loss Adjustment Expense	Sublimit	\$500,000
- Newly Acquired Locations	Sublimit	\$10,000,000
- Ordinance or Law / Demolition or Increased Cost of Construction	Sublimit	\$10,000,000
- Transit - any One Conveyance	Sublimit	\$2,500,000
- Valuable Papers & Records	Sublimit	\$2,500,000
- Terrorism	Sublimit	\$100,000,000
Annual Aggregate Limits of Liability		-
- Earthquake	Limit	\$100,000,000
- Flood	Limit	\$100,000,000
- Named Storm	Limit	\$100,000,000
- Pollutant Clean Up & Removal	Limit	\$250,000

Deductibles / Self-Insured Retention

ТҮРЕ	COVERAGE	AMOUNT
Deductible	Physical Loss of or Damage to Covered Property, unless otherwise shown below	\$100,000
Deductible	Physical Loss of or Damage to Surveillance Equipment	\$100,000
Deductible	As Respects Earthquake	\$100,000
Deductible	As Respects Flood	\$100,000



Central Florida Expressway Authority



Deductibles / Self-Insured Retention

ТҮРЕ	COVERAGE	AMOUNT
Deductible	As Respects Named Storm	\$500,000
Deductible	Loss of Revenue - Waiting Period	7 Days

Valuations:

DESCRIPTION	LIMITATIONS
Covered Property	Cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality, less betterment. If not so replaced, loss shall be settled on an actual cash value basis with proper deduction for depreciation and exclusive of profit and overhead.
Transit	Net invoice cost
Loss of Revenue	Actual Loss Sustained

Perils Covered:

ТҮРЕ	DESCRIPTION
Covered Property	Risk of Direct Physical Loss

Endorsements include, but are not limited to:

	DES	CRI	PTI	ON
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U-CIM-D-110-A-CW (01/17) Commercial Inland Marine – Common Declarations

U-GU-319-F (01/09) In Witness Clause

U-CIM-320-A CW (01/17) Commercial Inland Marine - Schedule of Forms and Endorsements

U-CWP-D-0001-A CW (01/18) Zurich Operational Civil Works Policy Declarations

U-CWP-0001-A CW (01/18) Zurich Operational Civil Works Policy

U-CWP- 0010-A CW (01/18) Endorsement A: Schedule of Covered Property

U-CWP-0103-A CW (01/18) Endorsement B: Debris Removal Clean up and Decontamination

U-CWP-0105-A CW (01/18) Endorsement C: Multi-Year Policy Term

U-CWP-0106-A CW (01/18 Endorsement D: Contingent Loss of Revenue

U-GU-767-B CW (01/15) Endorsement E: Cap on Losses from Certified Acts of Terrorism

U-GU-630-D CW (01/15) Disclosure of Premium (Relating to Disposition of TRIA)

U-GU-1147-B CW (01/16) Fraud Warnings Disclosure Property and Casualty Application Addendum

Exclusions include, but are not limited to:

DESCRIPTION
Government Action Exclusion
War Exclusion
NMA2914 (Amended) Electronic Data Exclusion Endorsement – Ensuing Perils
PHN for NMA2914 Form Important Notice To Policyholders Electronic Data Exclusion Endorsement
U-GU-1191-A CW (03/15) Sanctions Exclusion Endorsement





Binding Requirements:

DESCRIPTION

Signed Statement of Values

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Statement of Values and Premium Breakdown - see next page

Description and Location of Covered Property: Central Florida Expressway Authority Toll Facilities & Bridges as declared in Schedule of Covered Property and Contingent Loss of Revenue

Multi-Year Policy Term - Annual Review: The following conditions apply at each anniversary date during the term of this Policy:

A. The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur:

(1) The policy loss ratio exceeds 35%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or
 (2) The addition of Covered Property during the Policy term and / or an increase in LOSS OF TOLL REVENUE* and Contingent Loss of Revenue in the amount of 10% or greater.

B. Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, LOSS OF TOLL REVENUE* and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged.

Cancellation Provision: 60 Days' Notice, except 10 Days for Nonpayment of Premium

Policy Territory - This Policy covers the 50 states comprising the United States of America and District of Columbia unless otherwise endorsed to the Policy.

Premium

ESTIMATED PROGRAM COST	\$718,913.00
Deposit Premium -	100.00 %
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: N/A



\$718,913.00



SCHEDULE OF COVERED PROPERTY AND CONTINGENT LOSS OF REVENUE

#	Location	Bridge Physical Damage	Loss of Revenue	Toll Physical Damage
1	Beachline Expressway (SR-528)	\$26,807,185	\$70,275,368	\$44,410,527
2	East-West Expressway (SR-408)	\$65,703,445	\$129,261,391	\$333,457,498
3	Greenway (SR-417)	\$62,322,680	\$147,316,060	\$228,355,013
4	Western Beltway & Wekiva Parkway (SR-429)	\$39,287,600	\$63,650,256	\$180,610,397
5	Goldenrod Road	\$2,947,400	\$2,146,000	\$7,527,933
6	John Land Apopka Expressway (SR-414)	\$14,873,450	\$13,508,074	\$127,682,644
7	SR-453	\$2,240,365	\$1,441,995	\$15,853,849
8	Poinciana Parkway	\$2,544,590	\$8,238,000	\$39,216,944
		\$216,726,715	\$435,837,144	\$977,114,805
		Physical Damage - Combined		\$1,193,841,520
			\$435,837,144	
		2020 - TOTAL	\$1,629,678,664	

Premium Breakdown	Rate	TIV	Annual
Property Damage	0.0402	\$1,193,841,520	\$479,924
Loss of Revenue	0.0516	\$435,837,144	\$224,892
		\$1,629,678,664	\$704,816
TRIA - % of Premium	0.02		\$14,096
			\$718,913

Name:

Title:	
Signature:	
Date:	





Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Zurich American Insurance Company (Zurich Insurance Group Ltd)	Property	Annual Installments (Year 2 of 3 Year Policy)	Agency Bill



CONSENT AGENDA ITEM

#16



MEMORANDUM

TO: CFX Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

Aff-Frizz

DATE: April 29, 2020

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on March 3, 2020.

- a. Prior Audit Recommendations: Semi-Annual Follow-Up
- b. Procurement and Contract Billing Audit
- c. DHSMV Data Security Assessment
- d. DAVID Data Security Assessment
- e. Payment Card Industry (PCI) Assessment with Report on Compliance
- **f.** Secure Code Review

Reviewed by: ______



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Prior Audit Recommendations Follow-Up January 31, 2020

Pages of this document are exempt from public records disclosure pursuant to F.S. 282.318.

Internal Audit, Risk, Business & Technology Consulting

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5 Status of All Open Recommendations



EXECUTIVE SUMMARY



Overview

As part of the Fiscal Year 2020 Internal Audit plan, Internal Audit performed a review of open audit recommendations from prior audit reports as of January 31, 2020 to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:

2013 Toll Revenue Audit

2017 Change Management – Tolling System Replacement Audit 2018 Pay by Plate Audit 2018 IT General Controls Review

2019 Cybersecurity Incident Response

2019 Accounting and Financial Controls Review2019 Toll Revenue Audit2019 Customer Service Center Performance Review2019 IT Project Management Review

Internal Audit last reviewed the status of open audit recommendations in October 2019. Results were reported to the Audit Committee at that time.

Objectives, Scope, and Approach

This review was completed as of January 31, 2020 and consisted of meetings with management to determine the status of open audit recommendations and testing of management's response and status. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of October 15, 2019, no further work was performed, and the recommendation was not included for review.

Testing performed included inquiry with the employees responsible for completing the recommendations and/or review of documentation evidence to confirm management's reported status and explanation. In instances where the evidence obtained did not agree with management's status, discussions with management were held and the differences were resolved. There were no instances where management and Internal Audit did not come to an agreement on the status of a prior audit recommendation.



EXECUTIVE SUMMARY

Recommendations Summary

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Audit	Open as of October 15, 2019	New Action Plans	Completed as of January 31, 2020	In Progress as of January 31, 2020	Past Due		
2013 Toll Revenue Audit	1	0	0	1	0		
2017 Change Management - Tolling System Replacement Audit	1	0	0	1	0		
2018 Pay By Plate Audit	1	0	1	0	0		
2018 IT General Controls Review	1	0	0	1	0		
2019 Cyber Security Incident Response Review	1	0	1	0	0		
2019 Accounting and Financial Controls Audit	4	0	3	1	0		
2019 Toll Revenue Audit	1	0	1	0	0		
2019 Customer Service Center Performance Review	2	0	1	1	0		
2019 IT Project Management Review	3	0	1	2	0		
Total	15	0	8	7*	0*		

* Seven recommendations are classified as "In Progress." Five of the seven recommendations are past the initial agreed-upon due date; however, these five recommendations are pending completion of a new system implementation or a procurement/vendor selection event so the due date has been revised to match the estimated timing of the necessary event. The other remaining "In Progress" recommendations are within the original, agreed-upon due date.

2013 Toll Revenue Audit

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Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Potential Revenue Leakage/Toll Collections Audit:	David Wynne, Director of Toll	In Progress - Contingent	Per discussion with Dave Wynne, Director of Toll Operations, this recommendation will be	Original: 7/1/15
	Operations	upon Full	implemented within the Toll System Replacement	171710
CFX will automate certain aspects		Implementation	project. The new system is currently operational	Revised:
of the Toll Plaza Attendant's Shift		of New Tolling	except for the manned cash lanes. The	12/31/17
Record Log by integrating tracking		System	implementation of this system automation includes	
of unusual occurrences, violations,			collector buttons that are pre-designated for specific	Revised:
and insufficient fund transactions			occasions and vehicles that come through the tolling	12/31/19
within system. This			lanes. Management expects the automated collector	
recommendation will be			buttons to be implemented in the manned cash lanes	Revised:
implemented as a function of the			by the revised due date of 12/31/2020.	12/31/20
Tolling System replacement.				

2017 Change Management - Tolling System Replacement Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
TSR Vulnerability Scans: Management will remediate the Medium vulnerabilities near the completion of the TSR project.	Jim Greer, Chief of Technology and Operations	In Progress - Contingent upon Full Implementation of New Tolling System	Per discussion with Jim Greer, Chief of Technology and Operations, the remediation of these vulnerabilities is contingent upon the Toll System Replacement project completion. Management expects the Medium vulnerabilities related to the Tolling System Replacement to be completed by the revised due date of 12/31/2020.	Original: 6/30/19 Revised: 9/30/20 Revised:
				12/31/20

2018 Pay By Plate Audit

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Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Pay By Plate Program Management Procedures: The Director of Toll Operations, the Manager of E-PASS and Plaza Operations, and the Manager of VES and Special Projects will document written procedures for CFX's Pay By Plate program to address the clearly define the review and monitoring control activity. The procedures will be reviewed and updated at least annually and published on SharePoint.	David Wynne, Director of Toll Operations Paul Schatz, Manager of VES and Special Projects	Complete	Per discussion with David Wynne, Director of Toll Operations, and Paul Schatz, Manager of VES and Special Projects, Internal Audit determined that policies and procedures for the Pay By Plate program have been created and codified. Internal Audit obtained these policies and procedures and observed that review and monitoring control activities are now in place. As such, Internal Audit determined that this recommendation was implemented by the revised due date.	Original: 6/30/19 Revised: 12/31/19
Sharor Sint.				



2018 IT General Controls Review (1 – In Progress - Contingent on System Implementation) Exempt F.S.282.318

2019 Cybersecurity Incident Response Review (1 - Complete) Exempt F.S.282.318

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2019 Accounting and Financial Controls Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Vendor Master File Management: CFX will implement a review of new vendors into the Accounting Clerk's review of invoices to ensure the vendor was entered completely and accurately. CFX will further implement a review of vendor changed into the CFOs monthly review procedures.	Lisa Lumbard, CFO	In Progress - Contingent on RFP	Per discussion with the CFO, the EDEN accounting system recognizes every invoice paid as an update to the vendor within the AP module. As such, it is not possible to review monthly vendor changes as part of the current review process. The Authority is currently undergoing the RFP process to implement a new ERP system which, among other things, will allow management to review actual vendor changes in the AP module. In the meantime, the invoice review process has been updated to include a review of vendor information per EDEN against the invoice received to ensure appropriateness of the payee. The implementation of the new ERP system is expected to be completed by the revised due date of 6/30/2021.	Original: 8/31/19 Revised: 6/30/21
Year End Accounting Checklist: CFX will implement a review of the year-end accounting checklist by the Director of Accounting and Finance prior to publishing the CAFR to ensure that all procedures have been completed. The review will be evidenced through electronic sign-off on the year-end annual checklist.	Mike Carlisle, Director of Accounting	Complete	Per discussion with the Director of Accounting and Finance, and inspection of the revised checklist, Internal Audit determined that this recommendation was implemented by the prescribed due date.	Original: 12/31/19
Finalized Financial Statement Review: CFX will enhance the year end accounting checklist to include sign- off procedures for the review of the financial data with the final CAFR.	Mike Carlisle, Director of Accounting	Complete	Per discussion with the Director of Accounting and Finance, and inspection of the revised year-end checklist, Internal Audit determined that this recommendation was implemented by the prescribed due date.	Original: 12/31/19

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2019 Accounting and Financial Controls Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Accounting Disclosure Requirements Review: CFX will implement a formalized review of the GFOA comments from the prior year's CAFR to ensure accounting and disclosure requirements are appropriately reflected in the current year CAFR. The review will be evidenced by initial on the GFOA comments by the Director of Accounting and Finance	Mike Carlisle, Director of Accounting	Complete	Per discussion with the Director of Accounting and Finance, and inspection of the revised year-end checklist, Internal Audit determined that this recommendation was implemented by the prescribed due date.	Original: 12/31/19

2019 Toll Revenue Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
System Support and Maintenance: CFX will continue to monitor vendor performance and benchmark according to defined service level agreements.	Joann Chizlett, Director of Special Project	Complete	Per discussion with the Director of Special Project and inspection of the December "Monthly Performance Measures Monitoring Report" from Transcore, Internal Audit determined that this recommendation was implemented by the prescribed due date.	Original: 12/31/20

2019 Customer Service Center Performance Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Intelligent Voice Response (IVR)	Jim Greer, Chief of	In Progress -	Per discussion with the Chief of Technology and	Original:
	Technology and Operations	Contingent on RFP	Operations, as a part of the Microsoft development for IVR, "screen pops" have been added which alert CSRs servicing customers of any data that has been	12/31/19
strategy to update and modernize the IVR as it is integrated with the	David Wayne, Director of Toll		already captured by the system, based on account or phone number, so that the CSR is more readily able to	Revised:
new tolling operations system.	Operations		address the customers' needs. This process is ongoing and will be completed as part of the updates to the tolling operations system. Remediation of this	6/30/20
			finding is contingent upon an ongoing RFP; as such,	Revised:
			the due date has been revised to 12/31/2020. The recommendation is expected to be completed by the revised due date.	12/31/20
Business Intelligence / Data	Jim Greer, Director	Complete	Per discussion with the Chief of Technology and	Original:
Analytics: As CFX pursues the new tolling	of Information Technology, and David Wayne,		Operations, Internal Audit determined that a dashboard has been created within Power BI which updates in near real-time to display CMS data from a	12/31/19
operations system, CFX will	Director of Toll		new external database. Internal Audit obtained a	Revised:
perform a cost analysis to evaluate the cost of capturing detailed level data for 13 months. In addition, CFX will develop a roadmap for designing dashboards and reports that contain pertinent information, performance indicators and trend analysis in a user-friendly presentation.	Operations	15	screenshot of the dashboard to corroborate the Chief of Technology and Operations' statements. As such, Internal Audit determined that this recommendation was implemented by the prescribed due date.	12/31/20

2019 IT Project Management Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
Project Management Framework: Management will develop a plan for implementing a formalized project management framework that includes policies, procedures and templates to facilitate project management life cycles at CFX. ITIL will be considered as this framework is developed.	Jim Greer, Chief Technology and Operations Officer	In Progress	Per discussion with the Chief of Technology and Operations, remediation of this finding is in progress and expected to be completed by the original due date. No exceptions noted.	Original: 7/31/20
Resource Planning: Management will formalize resourcing practices with regard to projects at CFX based on requirements and budgets defined in the project intake process (see Observation 2). CFX will integrate these practices within the ERP system planned for 2021.	Jim Greer, Chief Technology and Operations Officer	In Progress - Contingent on RFP	Per discussion with the Chief of Technology and Operations, remediation of this finding will involve integration of CFX's timekeeping ERP system within Cherwell. As EDEN is slated to be replaced in 2021 by a new ERP system, remediation of this finding is contingent upon new ERP system implementation; the revised due date reflects this contingency. This recommendation is expected to be completed by the revised due date.	Original: 7/31/20 Revised: 6/30/21
Portfolio Management: Management will continue plans to enhance and leverage the Cherwell deployment to support the portfolio management function at CFX.	Jim Greer, Chief Technology and Operations Officer	Complete	Per discussion with the Chief of Technology and Operations and inspection of system screenshots, Internal Audit determined that remediation of this finding was completed as a part of system enhancements made within Cherwell.	Original: 3/31/20

Face the Future with Confidence







PROCUREMENT AND CONTRACT BILLING AUDIT

March 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit, Risk, Business & Technology Consulting

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EXECUTIVE SUMMARY

Overview

Overview

In accordance with the fiscal year 2020 Internal Audit Plan, Internal Audit reviewed two Central Florida Expressway Authority ("CFX") contracts with a combined contract value exceeding \$145.6 million from a population of large, currently active engineering, service, maintenance, operations, and construction projects. The Procurement and Contract Billing Audit is performed by Internal Audit annually. This audit was last completed during November 2018 as part of the fiscal year 2019 Internal Audit Plan and included a different set of contracts.

Objectives

(V)

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The objectives of this audit were to (1) audit the accuracy of items billed to CFX in accordance with contract terms and conditions, and (2) identify and test key processes and controls related to contract procurement, contract administration, project and cost management, and supplemental agreement management.

Project Scope and Approach

This audit was performed using a four-phased approach as outlined below:

Phase I - Contract Analysis and Selection

To select contracts for audit, Internal Audit obtained a listing of all active contracts and identified a short-list of contracts for audit after interviewing CFX management and performing a risk analysis based on contract size, duration, terms and conditions, and nature of the work performed. The following contracts were selected for review and approved by the Audit Committee prior to audit:

- Egis Projects, Inc. (#001105) Contract for E-PASS and Violation Enforcement Operations. This contract began in August 2015 and has a current contract value of approximately \$54 million. As taken from Eden, CFX's accounting system, total expenditures to date at the time of this audit were approximately \$36 million. This contract was selected due to recent challenges highlighted by CFX management specific to the accuracy of invoices. This contract has not been audited previously.
- Transcore, Inc. (#000178) Contract for maintenance of toll system hardware. This contract began in July 2004 and has a current contract value of approximately \$91 million. As taken from Eden, total expenditures to date at the time of this audit were approximately \$80 million. This contract was selected due to the complexity of invoices and number of personnel involved in invoice review. This contract was audited in 2011.



EXECUTIVE SUMMARY



Project Scope and Approach (Continued)

Phase II - Processes and Controls Review

Internal Audit performed audit procedures to review CFX's processes, policies, and procedures related to procurement, contract administration, project and cost management, and supplemental agreement management. Key internal controls within each of these areas were identified and tested for each contract selected in Phase I. A summary of the procedures performed, results, and observations are provided on the following pages. Additional details on the procedures performed are included in Appendix A.

In October 2019, Internal Audit completed a review of open recommendations issued as part of the prior fiscal year 2019 Procurement and Contract Billing Audit and verified that all have been incorporated into practice and policy by CFX staff. The audit recommendations issued during prior year audits were also incorporated for review as part of the Fiscal Year 2020 Procurement and Contract Billing Audit in order to verify that prior years' findings were resolved and are not prevalent in the contracts selected for testing for this audit.

Phase III - Contract-Specific Audit Procedures

Internal Audit performed detailed procedures to review contract terms, costs billed to CFX, and other key attributes for each of the contracts selected for audit. The contracts selected, value, spend to date, sample tested, and percentage of spend tested are outlined below:

Contract	Contract Value	Spend to Date [1]	Sample Tested [2]	% Spend Tested
Egis Projects, Inc.	\$54,257,637	\$36,260,730	\$10,888,752	20%
Transcore, Inc.	\$91,329,329	\$80,113,029	\$15,347,357	17%

[1] As of December 27, 2019

[2] Invoices were selected for testing using judgmental sampling. A detailed report of all invoices paid to date was obtained for each contract and analyzed on a month over month basis to select samples for testing. The invoices selected were tested for compliance with contract terms and conditions.

Phase IV – Reporting and Deliverables

Internal Audit prepared this report for management review and comment and for issuance to the CFX Audit Committee.



EXECUTIVE SUMMARY



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Summary of Procedures and Results

For the contracts selected for audit, Internal Audit identified risks and tested key controls within the process areas outlined below. Where applicable, a sample of detailed project costs was reviewed and tested for compliance with contract terms and conditions. The table below provides an overview of the areas reviewed for each contract audited. Further details related to the specific procedures performed are provided in Appendix A.

Process	Key Areas Reviewed	Total Controls Tested	Number of Observations	Observation Reference	Relative Priority
Procurement	Project funding and bid authorization, project bidding (sealed bids and competitive sealed proposals), bid awards, bid bond requirements, and contract renewals.	18	0	-	
Contract Administration	Contract terms and conditions, insurance, bond and permitting requirements, and minority and women owned business ("MWBE") requirements.	11	0	-	
Project & Cost Management	Invoice processing, project planning, scheduling, quality control, subcontract management, cost management, owner direct material purchases ("ODMP") management, and project reporting.	13	3	1,2,3	1 - Moderate 2 - Moderate 3 - Low
Change Order Management	Supplemental agreement review, approval, and execution.	2	0	-	
Project Closeout	Preparation, approval, and submission of project close-out documents.	0	0	-	
	TOTALS:	44	3		



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Observation 1 – Documentation of Invoice Review

Relative Priority	Contract: Egis Projects, Inc. (#001105)
Moderate	Observation Through invoice testing for Egis (Contract #1105), Internal Audit identified the following instances of noncompliance with contractual terms:
Procurement	 Of 20 invoices tested, two invoices contained charges related to mobilization for which no detailed supporting documentation was provided. Further, no documentation was retained by the reviewer to evidence that the missing support was investigated. Note: The two invoices identified were dated prior to Supplemental Agreement #4 in June 2018.
Contract Administration	 Of 20 invoices tested, 14 invoices contained expenses attributable to subcontractors. For 10 of the invoices with subcontractor amounts, no supporting documentation was provided, and no documentation was retained to evidence that the missing support was investigated. Note: The 10 invoices identified were dated prior to process and control changes implemented in February 2019. Of 20 invoices tested, six invoices contained timecards for employees incurring overtime, which was not in accordance
Project & Cost Management	 with the contract terms at the time. Additionally, the invoice review was not adequately documented to evidence that the reviewer detected and obtained approval for the payment of overtime. Note: The six invoices identified were dated prior to process and control changes implemented in early 2018. Additionally, no contract compliance checklist exists for either of the two contracts reviewed. Contract compliance checklists are employed as leading practice to ensure invoices are reviewed to a sufficient degree of precision, to ensure invoices accord with any relevant provisions of the related contract, and to document exceptions to those provisions. Without clear documentation of specific contractual provisions, invoice reviews may not be adequate to detect errors and instances of processes.
Supplemental Agreement Management	noncompliance with contractual terms.

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Observation 1 – Documentation of Invoice Review

Relative Priority	Contract: Egis Projects, Inc. (#001105)
Moderate	Recommendation
Procurement	Management should implement and document a formal contract compliance checklist for the contracts selected that identifies key contract terms and CFX billing policies. The Contract Support Specialist performing the detailed invoice review should utilize the checklist to ensure all key billing contract terms and CFX billing policies are met for each invoice. Due to the complexity of the contracts selected and invoice review process, CFX should utilize the contract compliance checklist to document the review process, notes, and other pertinent information.
	Management Response
	Management concurs.
Contract Administration	 In relation to the departures identified, CFX made the following process changes prior to the audit: As of June 2018, CFX signed Supplemental Agreement #4 discontinuing further mobilization fees. As of February 2019, CFX began requesting company-level detail from the vendor to identify and monitor subcontractor employees. As of early 2018, CFX began retaining formal documentation of overtime amounts identified on the invoices and any
	relevant corrections.
Project & Cost	Management Action Plan
Management	CFX will ensure the Contract Support Specialist utilizes a contract compliance checklist to document the review of contractor invoices. CFX will leverage the contract compliance checklists already developed in the construction and engineering departments as a template. Additionally, CFX will ensure that detailed documentation is retained for any invoices approved
	despite containing instances of noncompliance per the checklist (detailed notes, email attachments, etc.).
Supplemental Agreement Management	Management Action Plan Claritza Yeagins, Contract Support Specialist, 6/30/2020

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Observation 2 – Contract Terms and Dispute Resolution

Relative Priority	Contract: Egis Projects, Inc. (#001105)
Moderate	Observation
Procurement	Through invoice testing, Internal Audit identified ambiguity around key contract terms related to Method of Compensation, Mobilization & Transition Plan, and Reporting for Subcontractors. In these areas, invoiced amounts that did not comply with contract terms appeared to be approved by CFX management via other means (email, task order, etc.). However, approvals for these departures from the contract were not documented timely in all cases and no formal process exists for consistently documenting and resolving contractual language and interpreting disputes with the vendor.
	Recommendation
Contract Administration	Management should review the contract terms identified during the audit for opportunities to increase clarity in subsequent contracts for this service. Management should also establish an internal procedure for documenting vendor disputes and assigning decision-making authority to appropriate representatives within the department and the executive team for resolution of disputes.
	Management Response
	Management concurs.
	Management Action Plan
Project & Cost Management	CFX will review selected contract terms to identify areas for increased clarity in future contracts. Additionally, CFX will implement an internal procedure to guide the documentation and resolution of disputes with vendors by designating responsible independent parties on the Executive Team and/or Legal to act as the final decision-making authority in contractual disputes.
	Action Plan Owner / Due Date
Supplemental Agreement Management	Lisa Lumbard, CFO, 6/30/2020

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Observation 3 – Invoice Review and Vendor Monitoring

Relative Priority	Contract: Egis Projects, Inc. (#001105)
Low	Observation
	Utilization of subcontractors is tracked via the EDEN financial reporting system and periodically monitored to measure compliance with any relevant contractual provisions. As invoices are processed, any amounts attributable to subcontractors are manually entered into EDEN by the Finance Department and are reflected in the EDEN Subcontract Report.
Procurement	One Egis invoice selected for testing contained \$12K of charges for a subcontractor which was not reflected in the Subcontract Report for the vendor. In addition, Internal Audit was unable to confirm that the EDEN Subcontract Report for this contract completely and accurately captured all subcontractor spend.
Contract	A lack of reliable subcontractor data within EDEN could impair the Authority's ability to enforce approval requirements under the procurement policy and monitor vendor compliance with contractual provisions regarding utilization of Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs").
Contract Administration	Recommendation
	Management should implement and document a formal review to ensure any expenses attributable to subcontracts are accurately captured within EDEN for each invoice processed.
	Management Response
Project & Cost Management	Management concurs.
management	Management Action Plan
Supplemental Agreement	CFX has implemented a reconciliation of expenses allocated to subcontractors in each invoice against EDEN as part of the invoice review performed by the Manager, Contract Compliance, and will begin evidencing review through signature on the billing checklist (upon implementation). Additionally, the Supervisor of Quality ControlToll Operations, is performing a historical audit of all subcontractor-related expenses for the selected contract and will update EDEN data upon completion.
Management	Action Plan Owner / Due Date
	Carrie Baker, Manager of Contract Compliance, 6/30/2020



Detailed Audit Procedures Performed

Detailed Audit Procedures Performed

Procurement

Internal Audit performed detailed audit procedures related to the procurement, bidding, award, and renewal of all contracts selected for testing. The procedures performed included:

- High level review of the process for establishing bid estimates for large construction contracts;
- Testing of Board approval to advertise for bids and proposals and Board approval of the contract award;
- Testing for the use of five-year contract terms and the option for five one-year renewals for contracts;
- Testing of the key components of the competitive sealed bid and proposal processes, including:
 - Completion and utilization of bidding and award schedules;
 - Timestamps applied to all received proposals and compliance with submission deadlines;
 - The use of bid opening and bid tabulation sheets;
 - Performance of unbalanced bid reviews for competitive bids;
 - Completion of disclosure forms by CFX's employees responsible for evaluating technical and price proposals; and
 - Comparison of evaluation and scoring to advertised request for proposals.
- Completion and distribution of the monthly expiring contracts report by the procurement department; and
- Completion and approval of the expiring contract renewal worksheet and Board approval of contract renewals.

Continued on the following page



Detailed Audit Procedures Performed

Contract Administration

Internal Audit performed detailed audit procedures related to key contract terms and conditions utilized by CFX including the satisfaction of insurance, bonding, permitting and MWBE requirements by the contractors selected for testing. The procedures performed included:

- Testing for the review of contracts by CFX's Legal Counsel;
- Testing of key contract reviews and clauses, including:
 - Right to review by CFX's Legal Counsel; and
 - Inclusion of key right to audit, termination, and indemnity clauses.
- Outlining and testing of insurance, bonding, and permitting requirements specific to the contracts selected; and
- Satisfaction of MWBE requirements set forth in the original bid and as required by CFX.

Change Order Management

Internal Audit performed detailed audit procedures related to supplemental agreement execution, review, and approval. The procedures performed included:

- Testing for Board approval of all supplemental agreements in excess of \$50,000;
- Testing for the approval of all supplemental agreements by the appropriate parties;
- Testing of adequate supporting documentation for compliance with contract terms and conditions regarding price and scope for all executed supplemental agreements related to the construction contracts selected for review; and
- Testing of a sample of fuel price and bituminous mix adjustments related to the construction contracts selected for review.

Continued on the following page



Detailed Audit Procedures Performed

Project & Cost Management

Internal Audit performed detailed audit procedures related to invoice processing and approval, project planning, scheduling and quality control, project cost management and reporting, subcontractor management, CEI oversight, and ODMP processing, where applicable based on the contract type and terms. The procedures performed included:

- Testing of a sample of invoices for the projects selected for adequate review and approval by the appropriate personnel and compliance with CFX's invoice processing procedures;
- Discussion of current practices regarding quality control, risk management plans and performance, and quality monitoring;
- Testing of subcontractor approval and a sample of payments made to subcontractors;
- Detailed testing of costs billed for a sample of invoices selected for each of the service contracts selected, and detailed testing of a sample of the quantities billed for each of the construction contracts selected;
- Utilization and monitoring of the CEI Consultants assigned to construction contracts;
- Discussion and limited testing of changes to project schedules;
- Review of reporting submitted to management on a regular basis; and
- Detailed testing of the ODMP programs implemented for the construction contracts selected.

Project Close-Out

Internal Audit performed detailed audit procedures related to completion of payments, Document Summary Manual from the CEI, and the contract closeout checklist. The procedures performed included:

Testing of the completion of key project closeout documents; including submission of final payment, completion of the Document Summary Manual by the CEI, and completion of the contract closeout checklist with supporting documentation.

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Face the Future with Confidence





DHSMV Data Security Assessment

Central Florida Expressway Authority

January 2020



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Executive Summary

Overview

During the period of December 9, 2019 to December 20, 2019, Internal Audit performed a Data Security Assessment of the Department of Highway Safety and Motor Vehicles ("DHSMV") data within the Central Florida Expressway Authority ("CFX") environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in Section V-Safeguarding Information, of the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding ("MOU").

The summarized objectives of Section V are:

- Information exchanged will not be used for any purposes not specifically authorized by the MOU. Unauthorized use includes, ٠ but is not limited to, queries not related to a legitimate business purposes, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons. ٠
- Access to the information will be protected in such a way that unauthorized persons cannot review or retrieve the information. .
- All personnel with access to the information exchanged under the terms of the MOU will be instructed of, and acknowledge ٠ their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions • specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All access to the information must be monitored on an on-going basis by the Requesting Party (CFX). In addition, the Requesting • Party (CFX) must complete an annual audit to ensure proper and authorized use and dissemination.

Scope and Approach

Internal Audit conducted an assessment of the process used for safeguarding DHSMV data in the CFX environment. In order to complete this review, the following procedures were performed:

- Reviewed policies and procedures related to the safeguarding of electronic and physical data transfers, data storage, and data ٠ access.
- Conducted interviews with key personnel to understand the Drivers License or Motor Vehicle Record Data Exchange process. •
- CFX Management approved the scope of work and believed it to be sufficient to meet the requirements of the MOU. Conducted • testing of controls related to the following areas:
 - Policies and Procedures 0
 - Application Access
 - Segregation of Duties 0
 - Change Control 0
 - Data Storage 0
 - Data Transfer 0
 - Network Firewall 0
 - Network Architecture 0
 - Active Directory 0
 - Physical Security 0
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the • MOU.



Summary of Results

As a result of this review, Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Drivers License or Motor Vehicle Data Exchange process.

Appendix A – Controls Tested

	Control Objective	Control Description	Testing Results
1	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	Policies and Procedures: CFX implements company-wide policies and procedures that enforce the safeguarding of company data and other sensitive customer data whether or not it is currently being used or accessed.	Control Effective
2	All personnel with access to the information exchanged under the terms of the Drivers License or Motor Vehicle Record Data Exchange MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the requesting party.	Training: CFX requires in the hiring process that all users sign an acknowledgement after reviewing either the employee or contractor security guidelines handbook which covers the safeguarding of data. These acknowledgments must be maintained for all current/active users.	Control Effective
3	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	TRIMS Access: System access to the TRIMS applications for new users is appropriately administered through the submission of a New User Authorization Form. This form is completed by the new user's Manager and the proper approvals/signatures are obtained. Access to the applications is then administered by IT support.	Control Effective
4	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	TRIMS Access - Terminated Users: System access to the TRIMS application and company network is appropriately revoked in a timely fashion for terminated users. Upon receipt of a termination notification (email, authorization form, phone call, etc.) from HR or a Manager responsible for the terminated user, the user's system account is disabled immediately.	Control Effective

FY2020 DHSMV Data Security Assessment



	Control Objective	Control Description	Testing Results
5	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Database-level Access: Database-level access is restricted to the appropriate individuals through the use of unique accounts.	Control Effective
6	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Server-level Access: Server-level access is restricted to the appropriate individuals through the use of unique accounts.	Control Effective
7	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	FTP Gateway Access: All individuals / user accounts with access to the FTP Gateway are authorized and appropriate.	Control Effective
8	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Host (HT250) Access: All individuals / user accounts with access to the Host (HT250) are authorized and appropriate.	Control Effective
9	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Oracle DB Access: All individuals / user accounts with access to the Oracle DB are authorized and appropriate.	Control Effective
10	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	DOCPRD2 Access: All individuals / user accounts with access to the DOCPRD2 server are authorized and appropriate.	Control Effective
11	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Infoview Crystal Reports (RPTPRD4) Server Access: All individuals / user accounts with access to the Infoview Crystal Reports (RPTPRD4) server are authorized and appropriate.	Control Effective
12	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	DHSMV Data Access: Management performs a periodic review of user access across each of the in-scope entities to ensure that the assigned access level is commensurate with his/her job function.	Control Effective

FY2020 DHSMV Data Security Assessment



	Control Objective	Control Description	Testing Results
13	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Change Control / Patch Management: Dedicated test environments exist for the testing of changes and patches, where practical. CFX appropriately documents and tests each change.	Control Effective
14	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Change Control / Patch Management: All changes and patches are authorized, executed, and documented according to stated procedures.	Control Effective
15	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Data Encryption: Driver's license number as it is obtained from the DHSMV is encrypted when stored in the Oracle database.	Control Effective
16	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Network - Firewall: CFX has an operational firewall in place to restrict access to the internal network.	Control Effective
17	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	Network - Active Directory: All individuals with Active Directory credentials are current, active users and all rights granted through Active Directory are commensurate with their current job responsibilities.	Control Effective
18	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	Physical Security - Data Center: Access to the data center(s) is restricted to appropriate personnel and is provided through the use of a physical key or key card.	Control Effective
19	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	Physical Security - Work Areas: Access to the work areas is restricted to appropriate personnel and is provided through the use of a physical key or key card.	Control Effective

FY2020 DHSMV Data Security Assessment



	Control Objective	Control Description	Testing Results
20	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	Logging & Monitoring: Logging and auditing functions are enabled on all in-scope entities. In addition, all system logs are monitored for unauthorized access and irregular activity.	Control Effective
21	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	Vulnerability Scanning / Penetration Testing: CFX performs periodic external vulnerability scans and penetration tests.	Control Effective









DAVID Data Security Assessment

Central Florida Expressway Authority

January 2020



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Executive Summary

Overview

During the period of December 9, 2019 to January 17, 2020, Internal Audit performed a Data Security Assessment of the Driver and Vehicle Information Database systems ("DAVID") data within the Central Florida Expressway Authority ("CFX") environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in Section V – Safeguarding Information, of the DHSMV Driver and Vehicle Information Database Data Exchange Memorandum of Understanding ("MOU").

The summarized objectives of Section V are:

- Information exchanged will not be used for any purposes not specifically authorized by the MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purposes, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to the MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- Any and all DAVID-related information provided to the Requesting Party (CFX) as a result of the MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- The Requesting Party shall comply with Rule 74-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party.
- When printed information from DAVID is no longer needed, it shall be destroyed by cross-cut shredding or incineration.
- The Requesting Party (CFX) shall maintain a list of all persons authorized within the agency to access DAVID information, which must be provided to the providing agency upon request.
- Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- Under the MOU agreement, access to DAVID shall be provided to users who are direct employees of the Requesting Party (CFX) and shall not be provided to any non-employee or contractors of the Requesting Party (CFX).



Scope and Approach

Internal Audit conducted an assessment of the process used for safeguarding DAVID data in the CFX environment. In order to complete this review, the following procedures were performed:

- Reviewed policies and procedures related to the safeguarding of electronic and physical data transfers, data storage, and data access.
- Conducted interviews with key personnel to understand the *Drivers and Vehicle Information Database System Data Exchange* process.
- CFX Management approved the scope of work and believed it to be sufficient to meet the requirements of the MOU. Performed testing of controls related to the following areas:
 - Policies and Procedures
 - Application Access
 - Risk Management
 - Change Control
 - Data Storage
 - Data Transfer
 - o Network Firewall
 - o Network Architecture
 - System Authentication
 - Access Controls
 - Physical Security
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the MOU.



Summary of Results

As a result of this review, Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Driver and Motor Vehicle Database system Data Exchange process.



Appendix A – Controls Tested

	Control Objective	Control Description	Testing Results
1	Document and manage legal and regulatory requirements regarding cybersecurity, including privacy and civil liberties obligations.	Policies and Procedures: CFX has identified cybersecurity legal and regulatory requirements and identified individuals responsible for managing requirements.	Control Effective
2	Ensure governance and risk management processes address cybersecurity risks.	Risk Management: CFX has documented risk management processes in place to address cybersecurity risks.	Control Effective
3	Identify and prioritize risk responses, implement risk mitigation plans, and monitor and document plan implementation.	Risk Management: CFX has implemented risk management processes in place to mitigate risks identified.	Control Effective
4	Determine risk tolerance as necessary, based upon: their analysis of sector specific risks; the agency's industry sector; agency-specific risks (e.g., Health Information Portability Accountability Act of 1996 compliance for agencies that maintain this information); and the agency's role in the state's mission.	Risk Management: CFX has implemented risk management processes in place to identify industry specific risks.	Control Effective
5	Establish parameters for IT Staff participation in procurement activities.	Procurement Activities: CFX has implemented policies and procedures for procurement activities.	Control Effective
6	Identify the IT issues IT staff must address during procurement activities (e.g., system hardening, logging, performance, service availability, incident notification, and recovery expectations).	Procurement Activities: CFX has implemented policies and procedures to ensure proper requirements are addressed during procurement activities.	Control Effective

FY2020 DAVID Data Security Assessment



	Control Objective	Control Description	Testing Results
7	Prior to introducing new IT resources or modifying current IT resources, perform an impact analysis. The purpose of this analysis is to assess the effects of the technology or modifications on the existing environment.	Change Control: Changes are classified prior to implementation to identify the effects of changes within the environment. CFX appropriately documents and tests each change.	Control Effective
8	Ensure that privileged users understand their roles and responsibilities.	Privileged Access: All individuals / users with privileged access are aware of their responsibilities to CFX's data security.	Control Effective
9	Maintain adequate capacity to ensure system availability and data integrity.	System Monitoring: CFX has implemented automated mechanisms to monitor system capacity and data integrity.	Control Effective
10	Integrity checking mechanisms are used to verify hardware integrity.	Hardware Integrity: Access to physical devices is restricted to authorized individuals and additional integrity monitoring is in place to detect changes to critical system files associated with hardware devices.	Control Effective
11	Ensure backups of information are conducted, maintained, and tested periodically.	Backup Procedures: Backups are conducted and tested periodically.	Control Effective
12	Establish a policy and procedure review process that facilitates continuous improvement to protection processes.	Security Improvement: CFX has implemented a risk assessment process to monitor and facilitate improvement of security controls currently in place.	Control Effective
13	Ensure that effectiveness of protection technologies is shared with stakeholders that should or must receive this information.	Technology Effectiveness: CFX communicates the effectiveness of implemented technologies related to cybersecurity when deemed necessary.	Control Effective
14	Each agency shall perform maintenance and repairs of information systems and components consistent with agency-developed policies and procedures.	System Maintenance: Maintenance on in- scope systems is documented and performed by appropriate personnel or approved vendors where maintenance agreements are in place.	Control Effective

FY2020 DAVID Data Security Assessment



	Control Objective	Control Description	Testing Results
15	Not engage in new development of custom authenticators. Agencies assess the feasibility of replacing agency-developed authenticators in legacy applications.	Authentication Mechanisms: CFX utilizes Active Directory authentication on in-scope systems. For systems not utilizing Active Directory authentication, CFX utilizes .NET authentication frameworks for one in-scope system with plans to implement Active Directory authentication for future system implementation.	Control Effective
16	Protect and restrict removable media in accordance with agency-developed information security policy.	Removable Media: CFX has implemented controls to prevent removable media where not required for business purposes.	Control Effective
17	Protect communications and control networks by establishing perimeter security measures to prevent unauthorized connections to agency IT resources.	Network Firewall: CFX has an operational firewall in place to restrict access to the internal network.	Control Effective
18	Mechanisms (e.g., failsafe, load balancing, hot swap) are implemented to achieve resilience requirements in normal and adverse situations.	System Availability: CFX has implemented a redundant data center to provide resiliency in the event of system outages.	Control Effective
19	Each agency shall develop policies and procedures that will facilitate detection of anomalous activity in a timely manner and that will allow the agency to understand the potential impact of events. Such policies and procedures shall establish and manage a baseline of network operations and expected data flows for users and systems	Logging & Monitoring: Logging and auditing functions are enabled on all in-scope entities. In addition, all system logs are monitored for unauthorized access and irregular activity.	Control Effective
20	Monitoring for unauthorized personnel, connections, devices, and software.	Access Controls: CFX has implemented badge access and cameras at facilities, and firewalls, file integrity, and antivirus software on systems to restrict access to the internal network, and unauthorized software.	Control Effective



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Central Florida Expressway Authority

Payment Card Industry (PCI) Assessment

Summary Meeting

February 2020



PCI Data Security Standard

The assessment focused on over 400 controls within the following twelve domains of the PCI Data Security Standard

Build and Maintain a Secure Network	 Install and maintain a firewall configuration to protect cardholder data Do not use vendor-supplied defaults for system passwords and other security parameters
Protect Cardholder Data	 Protect stored cardholder data Encrypt transmission of cardholder data across open, public networks
Maintain a Vulnerability Management Program	 Use and regularly update anti-virus software or programs Develop and maintain secure systems and applications
Implement Strong Access Control Measures	 Restrict access to cardholder data by business need to know Assign a unique ID to each person with computer access Restrict physical access to cardholder data
Regularly Monitor and Test Networks	 Track and monitor all access to network resources and cardholder data Regularly test security systems and processes
Maintain an Information Security Policy	12. Maintain a policy that addresses information security for all personnel

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Summary of the Assessment

- Protiviti team performed onsite and remote fieldwork between July 11, 2020 through October 26, 2020.
- Fieldwork was conducted through a variety of methods including documentation review, interviews, technical analysis, and physical investigation.
- All CFX individuals involved were extremely helpful and well attuned to the importance of the assessment.





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CENTRAL FLORIDA EXPRESSWAY AUTHORITY SOURCE CODE REVIEW -SUMMARY

2/23/2020

HACKING

SCAN COMPLETE

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I. Executive Summary

Background

In Q3 2019, CFX engaged a third party, Protiviti, to perform web application and secure code review of five (5) applications. The project focused on evaluating controls that directly correlate to threats and risks that may compromise the confidentiality, integrity, and availability of systems or proprietary information that reside on CFX infrastructure.

Fieldwork was performed remotely from Protiviti security labs in Philadelphia, PA between August 19, 2019 and September 13, 2019. Protiviti performed retesting of several vulnerabilities as requested by CFX to confirm successful remediation during the engagement.

Objectives and Scope

This engagement was executed with the intent of assessing existing controls within the web application that are designed to minimize the risks to the organization. As such, Protiviti attempted to identify security vulnerabilities, circumvent security controls, and to execute authorized exploits within the application. Emphasis was placed on evaluating application controls that restrict unauthorized access to the CFX applications, the data it transmits, and the critical account data (e.g. credentials, PHI data, etc.) it stores.

The scope of the security assessment included the following:

- Web Application Security Testing (EpassWeb) Performed a series of security tests against the web
 application using automated commercial application scanning tools and web application proxies to crawl and
 map the target applications. Specifically, application entry points, programming languages, structure, and error
 codes were identified to complete the application mapping process. Protiviti leveraged the data collected from
 the crawling and mapping phase to perform a series of automated tests, manual tests, and validation activities
 to evaluate the security posture of the application.
- Secure Source Code Review (Epass Mobile, Web API, Epass Web, VesWeb) Performed source code analysis using automated static code analysis tools to find potential issues within the web application source code. Protiviti then performed manual false positive analysis to validate identified vulnerabilities. Manual analysis was then performed to identify issues that were not identified during the automated process.

Impact Summary

Web application assessments are goal-driven exercises where an outside party attempts to understand and emulate a real-world attacker in order to obtain specific objectives such as data or system access. Source code review is a technical coding review where the outside party is provided with the application source code in order to identify coding flaws and verify that best practices are followed. Protiviti worked with CFX to establish the following goals and targets for this assessment:

- 1. Bypass authentication controls or gain unauthorized access to the in-scope application. (Not Achieved)
- 2. Escalate privileges on the application from a lower privileged user role. (Not Achieved)
- 3. Gain access to web application host systems or the internal network. (Not Achieved)
- 4. Gain access to sensitive information that directly enables the compromise of an end user. (Not Achieved)

Summary of Results

During this security assessment, Protiviti discovered one (1) High, one (1) Medium, and eight (8) Low priority vulnerabilities. Additionally, the team discovered two (2) Informational issues.

The following are issues rated as High or Medium identified during the assessment:

Web Application Assessment

Input Sanitization

Source Code Assessment

Hardcoded Sensitive Information

Strategic Recommendations

The following high-level recommendations are provided to help mitigate the risks identified in this report.

- Application Security Architecture and Ongoing Analysis: Perform ongoing testing of web applications prior to release on a quarterly basis.
- Enhance Secure Coding Practices and Input Validation: Continue to educate developers to follow secure coding best practices and techniques with a specific emphasis on input validation and output sanitization.
- Incorporate Security into the SDLC: Security guidelines, such as OpenSAMM, should be incorporated into the Software Development Life Cycle (SDLC) process including defining security requirements for developed applications.

It should be noted that many of Protiviti's recommendations contain instructions for specific system configuration changes (e.g., version upgrade). All recommendations should be properly evaluated and tested in a non-production environment prior to implementation on production systems. The detailed findings matrix contains a listing of findings and recommendations for this project.

2020 Central Florida Expressway Secure Code Review

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CONSENT AGENDA ITEM #17

MEMORANDUM

TO:	CFX Board Members Laura Kelley, Executive Director		
FROM:	Diego "Woody" Rodriguez, General Counsel	Diego "Woody" Rodriguez	Digitally signed by Diego "Woody" Rodriguez Date: 2020.05.04 11:06:36 -04'00'
DATE:	May 4, 2020		
RE:	Re-adopting the Central Florida Expressway Au	thority ("CFX")	Code of Ethics

The attached Resolution fulfills the requirements of Section 348.753(12), Florida Statutes, which require the CFX Ethics Officer to review the CFX Ethics Policy every 2 years and present it, along with any proposed changes, for Board's approval.

At this time, there are no recommended changes and as such the existing CFX Ethics Policy is recommended for re-adoption effective May 14, 2020.

DWR/mi Attachment: Resolution Re-Adopting the CFX Code of Ethics



CENTRAL FLORIDA EXPRESSWAY AUTHORITY CODE OF ETHICS

The Central Florida Expressway Authority (the "Authority") operates for the benefit of the public. As such, it is imperative that the Authority conduct business in accordance with the highest standards of ethics. In furtherance thereof, the Authority has enacted this Code of Ethics ("Code of Ethics"), which governs all Board Members, in the performance of their duties and obligations to the Authority. This Code of Ethics shall serve as the standard for official conduct. This Code of Ethics is intended to supplement the Florida Code of Ethics. In the event of a conflict between the Florida Code and the Code of Ethics, the more restrictive provisions shall control.

PART 1. DEFINITIONS

6-1.01. Definitions.

"Business Associate" has the meaning ascribed in subsection 112.312(4), Florida Statutes, and shall also mean any person or entity engaged in or carrying on a business enterprise or any contractual relationship with a CFX Board member as a principal, partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, any contractual relationship, employment relationship or otherwise engaging in common investment with a CFX Board member as a principal, partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature.

"Committee Member" shall mean an employee of any of the local government entities represented in the Authority who has been appointed to serve on any of the following committees: Audit Committee, Finance Committee, Operations Committee or Right of Way Committee.

"Consultant" shall mean an individual who is rendering services to the Authority in the nature of time and effort rather than the furnishing of specific commodities. The term applies only to those professional services rendered by individuals who are independent consultants, providing services that may include, but are not limited to, evaluations, consultations, maintenance, financial, auditing, accounting, legal, engineering, management consulting, educational training programs, public relations, legislative advisors, planning, personnel, research and development studies or reports on the findings of consultants engaged thereunder, and professional, technical and social services.

"Ethics Officer" shall mean the Authority's general counsel or, in his absence, deputy general counsel. (For reference, see Section 348.753(7), Florida Statutes)

"Public Officer" includes any Board Member or Committee Member. (For reference, see Section 112.313(2), Florida Statutes)

"Registered Lobbyist" shall mean any person who shall engage in lobbying for compensation for (1) an entity other than his or her employer; or (2) for any entity including his or her employer if a principal function of his or her position is lobbying or governmental relations; and (3) is registered with any local jurisdiction represented on the Authority's Board.

PART 2. ADOPTION OF FLORIDA CODE OF ETHICS

6-2.01. <u>Code of Ethics Adoption</u>. The Authority is governed by the requirements and standards set forth in the Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, in addition to the ethical standards set forth in Section 348.753(6) to (15), Florida Statutes, as may be amended from time to time, which presently are as follows:

F.S. 348.753

- (6) A Board member or the executive director of the Authority may not:
 - (a) Personally represent another person or entity for compensation before the authority for a period of 2 years following vacation of his or her position.
 - (b) After retirement or termination, have an employment or contractual relationship with a business entity other than an agency as defined in s. 112.312, in connection with a contract in which the member or executive director personally substantially participated in through decision, approval, disapproval, recommendation, rendering of advice, or investigation while he or she was a member or employee of the authority.
- (7) The authority's general counsel shall serve as the authority's ethics officer.
- (8) Authority board members, employees, and consultants who hold positions that may influence authority decision shall refrain from engaging in any relationship that may adversely affect their judgment in carrying out authority business. To prevent such conflicts of interest and preserve the integrity and transparency of the authority to the public, the following disclosures must be made annually on a disclosure form:
 - a. Any relationship a board member, employee, or consultant has which affords a current or future financial benefit to such board member, employee, or consultant, or to a relative or business associate of such board member, employee, or consultant, and which a reasonable person would conclude has the potential to create a prohibited conflict of interest. As sued in this subsection, the term "relative" has the same meaning as in s.112.312.
 - b. Whether a relative of a board member, employee, or consultant is a registered lobbyist, and if so, the names of the lobbyist's clients. Such names shall be provided in writing to the ethics officer.

c. Any and all interests in real property that a board member, employee, or consultant has, or that a relative, principal, client, or business associate of such board member, employee, or consultant has, if such real property is located within or within a one-half mile radius of, any actually or prospective authority roadway project. The executive director shall provide a corridor map and a property ownership list reflecting the ownership of all real property within the disclosure area, or an alignment map with a list of associated owners, to all board members, employees, and consultants.

(9) The disclosure forms required under subsection (8) must be reviewed by the ethics officer or, if a form is filed by the general counsel, by the executive director.

(10) The conflict of interest process shall be outlined in the authority's code of ethics.

(11) Authority employees and consultants are prohibited from serving on the governing body of the authority while employed by or under contract with the authority.

(12) The code of ethics policy shall be reviewed and updated by the ethics officer and presented for board approval at a minimum of once every 2 years.

(13) Employees shall be adequately informed and trained on the code of ethics and shall continually participate in ongoing ethics education.

(14) The requirements in subsections (6) through (13) are in addition to the requirements that the members and the executive director of the authority are required to follow under chapter 112.

(15) Violations of subsections (6), (8), and (11) are punishable in accordance with s. 112.317.

PART 3. DISCLOSURES

6-3.01. To prevent conflicts of interest and preserve the integrity and transparency of the Authority to the public, the following disclosures must be made annually on a disclosure form:

- (a) Any relationship a board member, employee, or consultant has which affords a current or future financial benefit to such board member, employee, or consultant, or to a relative or business associate of such board member, employee, or consultant, and which a reasonable person would conclude has the potential to create a prohibited conflict of interest. As used in this subsection, the term "relative" has the same meaning as in Section 112.312, Florida Statutes.
- (b) Whether a relative of a board member, employee, or consultant is a registered lobbyist, and if so, the names of the lobbyist's clients. Such names shall be provided in writing to the Ethics Officer.

- (c) Any and all interests in real property that a board member, employee, or consultant has, or that a relative, principal, client, or business associate of such board member, employee, or consultant has, if such real property is located within, or within a one-half mile radius of, any actual or prospective authority roadway project. The executive director shall provide a corridor map and a property ownership list reflecting the ownership of all real property within the disclosure area, or an alignment map with a list of associated owners, to all board members, employees, and consultants.
- (d) Board members shall file a Form 6 Full and Public Disclosure of Financial Interests annual financial disclosure as provided by Florida Statute 348.003(4)(c). Commencing with the reporting period for calendar year 2015, CFX Committee members shall be required to file Form 1 Statement of Financial Interest with the Supervisor of Elections in the county in which the Committee member permanently resides as provided by Florida Statute 112.3145(1)(a)2.f.

6-3.02. <u>Judicial or Administration Proceedings</u>. The Authority deems it to be a conflict when a consultant represents a client in a judicial or administrative proceeding to which CFX is a party and the interest of the client is adverse to CFX. The conflict must be disclosed under Section 1 of the disclosure form and may only be waived by the Authority's governing Board and unless waived shall result in termination of the consultant's services to the Authority.

6-3.03. <u>Imputation of Conflicts of Interest</u>. While consultants are associated in a firm, none of them may knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Section 6-3.02.

6-3.04. <u>Annual Filing</u>. Each Board Member, Committee Member, employee, or consultant shall file a disclosure form each year with the Executive Assistant.

PART 4. POLITICAL ACTIVITY

6-4.01. <u>Political Activities</u>. The Authority adopts Section 104.31, Florida Statutes as may be amended from time to time as though fully set forth herein.

PART 5. TRAINING AND ENFORCEMENT

6-5.01. <u>Advisory Opinions</u>. Any Public Official, who is in doubt regarding the applicability of the standards of conduct herein provided may seek an advisory opinion from the Ethics Officer concerning the applicability of this Code of Ethics or any provision thereof. Any opinion rendered by the Ethics Officer may be relied upon by any Board Member, but only with regard to the application of the Code of Ethics. Such opinion does not insulate such Board Member, against the application of Florida Statutes or of any other applicable code of ethics they may be governed by.

6-5.02. Code of Ethics Acknowledgement and Training

6-5.021. <u>Posting</u>. This Code of Ethics, in its entirety, shall be posted on the Authority's website.

6-5.022. <u>Board Member Orientation and Review Responsibilities</u>. New Board Members shall be provided with an orientation on all relevant Authority matters, including a detailed briefing on the Code of Ethics.

PART 6. DISCLOSURE; ABSTAINING FROM VOTE DUE TO APPARENT CONFLICT OF INTEREST; EXCEPTIONS

6-6.01. Disclosure; Abstaining from vote due to apparent conflict of interest; exceptions

- (a) In addition to the requirements that a CFX Board member abstain from voting due to conflict as provided in section 112.3143, Florida Statutes and Section 6-3.01 of the CFX Ethics Policy, when a Board member knowingly is a business associate, as defined herein, with any person bringing a matter before the CFX Board or when a matter before the CFX Board will benefit any person with whom the Board member knowingly was a business associate in the previous two-year period, the Board member shall disclose the existence of the business associate.
- (b) The Board member may abstain from voting on any matter coming before the CFX Board if:
 - i. The matter is brought by or benefits a person with whom the Board member knowingly is a business associate at the time of the vote; or
 - ii. The matter is brought by or benefits a person with whom the Board member knowingly was a business associate within the two-year period prior to the matter coming before the CFX Board.
- (c) If applicable, the basis for abstaining from the vote shall be an Appearance or Perception of Conflict, as defined in this article, and the Board member shall:
 - i. Prior to the vote being taken, publicly state to the assembly the nature of the Board member's interest in the matter from which he or she is abstaining from voting; and
 - ii. Within fifteen (15) days after the vote occurs, disclose the nature of his or her interest as a public record in a Memorandum of Voting Conflict (Commission on Ethics Form 8B) filed with the person responsible for recording the minutes of the meeting. The memorandum shall be incorporated into the minutes of the meeting at which the Board member abstained.
- (d) However, in all cases where the Board member is a business associate, as defined herein, with any person bringing a matter before the CFX Board or when a matter before the CFX Board will benefit any person with whom the Board member was

a business associate in the previous two-year period, the Board member shall disclose the nature of the prior relationship prior to voting.

Resolution No. 2020-

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RE-ADOPTING THE CFX CODE OF ETHICS

WHEREAS, the Central Florida Expressway Authority ("CFX") has adopted the Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, and the ethical standards set forth in Section 348.753(6) to (15) as part of its Code of Ethics; and

WHEREAS, Section 112.313(12), Florida Statutes, provides that "The code of ethics policy shall be reviewed and updated by the ethics officer and presented for board approval at a minimum of once every 2 years." and,

WHEREAS, Section 112.313(7), Florida Statutes, provides that "the authority's general counsel shall serve as the authority's ethics officer." and,

WHEREAS, in April 2018, the CFX Governing Board adopted Resolution 2018-035 which included the attached CFX Code of Ethics; and,

WHEREAS, the CFX General Counsel has reviewed and determined that there have been no changes in the ethics laws to prompt any additional revisions or changes to the CFX Code of Ethics; and,

WHEREAS, there have been no ethics issues in the past two years that have prompted any changes to the existing CFC Code of Ethics; and,

WHEREAS, the April meeting of the CFX Governing Board was canceled in the midst of the COVID-19 crisis; and,

WHEREAS, this is the first meeting of the Governing Board of CFX since March 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY that the current CFX Code of Ethics has hereby been reviewed by the General Counsel and is hereby re-adopted by the governing Board in accordance with Section 112.313(12), Florida Statutes.

ADOPTED this ____ day of May 2020.

Brenda Carey, CFX Board Chairman

ATTEST:

Regla ("Mimi") Lamaute Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez, General Counsel

CONSENT AGENDA ITEM

#18

MEMORANDUM

TO:	CFX Board Members					
FROM:	Laura Newlin Kelly, Associate General Counsel	LNK	Digitally signed by LNK Date: 2020.05.05 10:09:04 -04'00'			
DATE:	April 30, 2020					
RE:	Jurisdictional Transfer from the Central Florida Expressway Authority ("CFX") to Orange County, Florida ("County") pertaining to State Road 414 Project No. 414-211, Parcels 375A, Part 3 and 375C					

BACKGROUND

In order to facilitate the construction of the Maitland Boulevard Extension-U.S 441 Interchange Project ("Project"), the Orlando/Orange County Expressway Authority (now "CFX") acquired from CSX Transportation, Inc. ("CSX") certain real property through an uncontested eminent domain proceeding resulting in a Stipulated Order of Taking and Stipulated Final Judgement entered June 1, 2007 and an Amended Stipulated Order of Taking and Stipulated Final Judgement entered August 9, 2007. The acquisitions included a portion of the rail corridor comprising approximately 3.48 acres otherwise identified to as Parcels 375A, Part 3 and 375C, Orange County Parcel No. 30-21-29-0000-00-123 (collectively referred to here in this memo as the "Trail Parcel"). The Trail Parcel is more particularly depicted on the map and aerial photograph which is attached hereto as **Exhibit "A"**. The original overall acquisition from CSX consisted of over a mile of abandoned railroad corridor, 9.3 acres of land abutting the trail corridor and various air rights and easement interests, which were acquired for a total purchase price of approximately \$3,399,575 plus appraisal costs.

Pursuant to the terms of the Utility Adjustment Agreement dated September 11, 2007 entered into between CFX and the County ("Utility Agreement") CFX acquired the Trail Parcel from CSX in order to relocate the existing bike path and County utilities outside of the planned CFX right-of-way and within the Trail Parcel. A copy of the Utility Agreement is attached hereto as **Exhibit "B"**. The relocation of the utilities and bike path was necessary for CFX to proceed with the construction of the Project. The Utility Agreement contemplated that the Trail Parcel will be available for use by the County at the conclusion of the utilities relocation and construction serving the Project. Further, as part of the acquisition of the Trail Parcel from CSX, CSX required CFX to record a Declaration of Restrictive Covenants further restricting and limiting the use of

Jurisdictional Transfer with Orange County Page 2 of 3

the Trail Parcel. The Declaration of Restrictive Covenants dated June 1, 2007 and recorded on November 28, 2007 in the Official Records Book 9516, Page 4989, Public Records of Orange County, Florida, a copy of which is attached hereto as **Exhibit "C"**.

On or about April 21, 2020, the County made an application to CFX to request that CFX determine if the Trail Parcel can be declared surplus and if deemed surplus, to adopt a resolution transferring the Trail Parcel to the County. The County's application is attached hereto as **Exhibit "D"**. Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Policy"), CFX staff and CFX's General Engineering Consultant examined the Trail Parcel and determined that the Trail Parcel is not needed to support existing Expressway Facilities. Accordingly, CFX's General Engineering Consultant has certified that the Trail Parcel is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes and that the disposition of the Trail Parcel would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Exhibit "E"**.

Based on the County's intended use of the Trail Parcel for utility purposes and as a recreational trail consistent with the terms of the Utility Agreement, the proposed Quit Claim Deed was prepared and provided to the County for consideration. A copy of the proposed Quit Claim Deed is attached hereto as **Exhibit "F**," which specifically incorporates a deed restriction and a right of reverter requiring the Trail Parcel be utilized only for pedestrian, recreational and utility purposes by the public.

The Right of Way Committee met and reviewed this item on April 22, 2020 and has recommended that the Trail Parcel be declared surplus and that the CFX Board approve the proposed Quit Claim Deed. As such it is recommended that the CFX Board declare the Trail Parcel as surplus property and approve the conveyance of the Trail Parcel to Orange County.

REQUEST

Board's approval of the following is requested:

Resolution Declaring CFX's Interest in Parcels 375A, Part 3 and 375C as Surplus Property and Authorizing the Donation of the Surplus Property to the County in a form substantially similar to the attached Quit Claim Deed, subject to the approval of the legal descriptions by CFX's General Engineering Consultant and any minor or clerical modifications approved by the General Counsel or designee.



Jurisdictional Transfer with Orange County Page 3 of 3

ATTACHMENTS

- A. Map and Aerial Photograph
- B. Utility Adjustment Agreement dated September 11, 2007 entered into between CFX and the County
- C. Declaration of Restrictive Covenants
- D. Application from Orange County Parks and Recreation Division dated April 21, 2020
- E. Certificate from CFX's General Engineering Consultant
- F. Quit Claim Deed
- G. Resolution Declaring Parcels 375A, Part 3 and 375C as Surplus Property and Authorizing the Donation of Parcels 375A, Part 3 and 375C to Orange County Pursuant to that Certain Quit Claim Deed



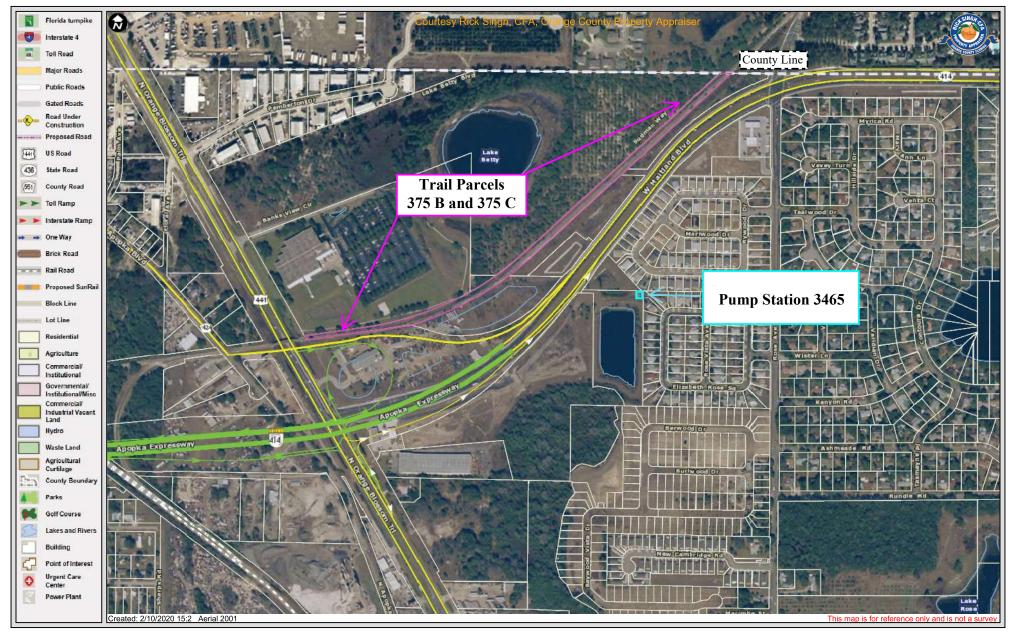


Exhibit A



Interoffice Men andum

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

 August 23, 2007
 SEP 1 2007 W TO:

 TO:
 Richard T. Crotty, Orange County Mayor

and Board of County Commissioners

FROM: Michael L. Chandler, Directo

SUBJECT: BCC AGENDA ITEM – Consent Agenda September 11, 2007 BCC Meeting

Utility Adjustment Agreement with the OOCEA for Utility Work Associated with the Road Construction of the Extension of S.R. 414 also known as John Land Apopka Expressway, (formerly known as Maitland Boulevard Extension) from Rose Avenue to east of Hiawassee Road.

Contact Person: Andres Salcedo, P. E., Chief Engineer Utilities Engineering Division 407/254-9719

The Orlando-Orange County Expressway Authority (OOCEA) is extending S.R. 414 from Rose Avenue to east of Hiawassee Road, also known as the John Land Apopka Expressway (formerly known as Maitland Boulevard Extension). Florida Statutes require the Utility/Agency Owner to remove all the utilities that are in conflict with the road improvements. To maximize efficiency and coordination, we have elected to allow OOCEA to retain a contractor to do all utility adjustment work within the project limits on the County's behalf. The OOCEA will pay for the costs of relocations of existing County facilities within the County's right-of-way and the County will reimburse the OOCEA for the utility relocations and improvements as described in the agreement summarized below.

Utility Adjustment Agreement: This agreement authorizes the OOCEA to contract for the necessary water and wastewater utility improvements and the relocations of existing County facilities as part of the highway construction project. The utility improvements consist of constructing approximately 5,500 feet of 12-inch and 16-inch water main, 1,800 feet of 4-inch, and 16-inch force main, and 700 feet of 8-inch gravity sewer main. The estimated construction cost of utility improvements to be paid by Orange County under this agreement is \$905,566.20 and includes the OOCEA administration fee of 2% and 10% contingency.

Orange County Attorney's Office staff has reviewed the document and finds it acceptable as to form. Orange County staff recommends approval.

Action Requested:

Approval of the Utility Adjustment Agreement between Orange County, Florida and the Orlando-Orange County Expressway Authority for extension of State Road 414 from Rose Avenue to east of Hiawassee Road, also known as John Land Apopka Expressway (formerly known as Maitland Boulevard Extension).

District 2.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Stewart's office.

UTILITY ADJUSTMENT AGREEMENT

THIS UTILITY ADJUSTMENT AGREEMENT ("Agreement") is made and entered into this <u>1146</u> day of <u>September</u>, 2007, by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County"), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida, ("OOCEA"), whose address is 525 South Magnolia Avenue, Orlando, Florida 32801-4414 (sometimes collectively referred to herein as the "Parties" or individually as a "Party").

RECITALS:

WHEREAS, OOCEA has acquired or plans to acquire right of way and construct a portion of the John Land Apopka Expressway (formerly commonly referred to as the Maitland Boulevard Extension or Expressway Project) limited-access expressway project (the "Project") between the interchange of Maitland Boulevard and Rose Avenue on the east and the more northerly extension U.S. 441 in Apopka on the west. County is the owner and operator of certain water and sewer lines and of other subsurface improvements which are impacted by the Project. Construction of the Project shall require the relocation and construction of certain water and sewer lines and appurtenant facilities (the "Facilities") as more particularly described on those certain Construction Plans and Specifications for State Road 414 - Maitland Boulevard Extension Utility Relocation and Improvements Final Submittal dated December 2006, as prepared by Rockett & Associates, signed by R. Kent Veech, P.E., and approved by the Parties and attached hereto and incorporated herein by this reference as Exhibit "A" (the "Plans"). The Parties desire to formalize the terms and conditions whereby the Parties shall cooperate and coordinate relocation, construction and installation of the affected Facilities (the "Utilities Project") by the OOCEA, partially at OOCEA's expense and partially at County's expense, as set forth herein, to accommodate construction of the Project.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by OOCEA to County, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the Parties hereby covenant and agree as follows:

1. **<u>Recitals</u>**. The foregoir i; recitals are true and correct and are incorporated herein by this reference.

2. <u>The Utilities Project.</u>

a. Subject to terms and conditions of this Agreement, OOCEA and County shall construct and relocate certain Facilities that will lie partly or totally within or across the proposed Project right of way. To the extent that any Facilities are located in areas other than

portions of Property or rights of way owned by County, OOCEA shall provide an easement in favor of the County in substantially the form and content attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference (the "Easement Agreement"). The County shall cooperate in good faith, at no expense to the County, with OOCEA's efforts to acquire and convey said easement in accordance with the terms and conditions of this Agreement. To the extent that any Facilities are located in Property or rights of way owned by State of Florida Department of Transportation ("FDOT"), County shall acquire from FDOT a utilization permit in favor of the County in substantially the form and content attached hereto as <u>Exhibit "C"</u> and incorporated herein by this reference (the "FDOT Permit"). The Utilities Project, as described herein below, will address and accommodate five primary utility line issues:

(1) <u>Relocation of the Overland Road Facilities</u>. County owns and operates a 12-inch water main line and appurtenant facilities (the "Overland Road Facilities") located in County Right of Way at Overland Road, between stations 57+00 and 60+20. Construction of the Project shall require relocation of certain portions of the Facilities near Overland Road as generally depicted on Sheet 7 of <u>Exhibit "A"</u>. Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the Overland Road Facilities in accordance with the Plans at OOCEA's expense. Concurrently with the relocation of the Overland Road Facilities in substantially the form and content attached hereto as <u>Exhibit "B"</u>. The relocated 12-inch water main shall be available for use by County at the conclusion of the Utilities Project. The existing 12-inch water main shall remain in service until the new 12-inch water main is cleared by FDEP to place it in service.

Relocation of the Apopka Boulevard Facilities. County owns (2)and operates a 16-inch force main line and appurtenant facilities (the "Apopka Boulevard Facilities") located in County Right of Way at Apopka Boulevard, between stations 56+00 and 20+00. Construction of the Project shall require relocation of certain portions of the Apopka Boulevard Facilities within FDOT Right of Way as generally depicted on Sheets 8, 15, 18, 21 and 24 of Exhibit "A". Additionally, OOCEA shall construct a 4-inch force main within FDOT Right of Way as generally depicted on Sheets 21 and 24 of Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the Apopka Boulevard Facilities in accordance with the Plans at OOCEA's expense. Upon the relocation of the Apopka Boulevard Facilities, County shall obtain a utilization permit for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the Apopka Boulevard Facilities in substantially the form and content attached hereto as Exhibit "C". The relocated 16-inch force main shall be available for use by County at the conclusion of the Utilities Project. The existing 16-inch force main shall remain in service until the new 16-inch force main is cleared by FDEP to place it in service.

(3) <u>Construction of the Shared Use Path Facilities</u>. Construction of the Project shall require construction of a 12-inch water main line and appurtenant facilities (the "Shared Use Path Facilities") within FDOT Right of Way and within the railroad corridor, as generally depicted on Sheets 21, 26, 28, 30, 32, 34 and 36 of <u>Exhibit "A"</u>. Said railroad corridor is located along the former railroad corridor east of S.R. 441 and continuing along Maitland

ORL1\REALEST\892006.7 12842/0429 JSR jsr 4/27/2007 3:06 PM Boulevard to Rose Avenue, as generally depicted on Sheet 5 of <u>Exhibit "A"</u>, which shall, upon completion of the Project, ultimately become County Right of Way. This railroad corridor is being acquired by OOCEA, in order to relocate the County bike path outside OOCEA Right of Way and to relocate the County Utilities within that corridor. Additionally, OOCEA shall remove a 12-inch water main between stations 407+60 of S.R. 414 and station 419+80 of S.R. 414 within FDOT Right of Way as generally depicted on Sheets 8, 9 and 10 <u>Exhibit "A"</u>. Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the construction of the Shared Use Path Facilities and removal of the 12-inch water main in accordance with the Plans at County's expense. Upon the construction of the Shared Use Path Facilities, OOCEA shall convey to the County an easement or permit as appropriate for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the Facilities in substantially the form and content attached hereto as <u>Exhibit "B" or "D"</u>. The Shared Use Path Facilities shall be available for use by County at the conclusion of the Utilities Project.

(4) Relocation of the U.S. 441 Facilities. County owns and operates a 16-inch water main line and appurtenant facilities (the "U.S. 441 Facilities") located in FDOT Right of Way at U.S. 441, between stations 371+50 and 387+37. Construction of the Project shall require relocation of certain portions of the U.S. 441 Facilities within FDOT Right of Way, as generally depicted on Sheets 8, 15, 18 and 21 of Exhibit "A". Additionally, OOCEA shall remove a 12-inch abandoned water main within FDOT Right of Way as generally depicted on Sheets 8, 14, 15, 18, and 21 of Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the U.S. 441 Facilities and removal of the 12-inch abandoned water main in accordance with the Plans at County's expense. Upon the relocation of the U.S. 441 Facilities, County shall obtain a utilization permit for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the U.S. 441 Facilities in substantially the form and content attached hereto as Exhibit "C". The relocated 16-inch water main shall be available for use by County at the conclusion of the Utilities Project. The existing 16-inch water main shall remain in service until the new 16-inch water main is cleared by FDEP to place it in service.

Relocation of the Sanitary Sewer Facilities. County owns and (5) operates a 8-inch gravity sewer line and appurtenant facilities (the "Sanitary Sewer Facilities") located in FDOT Right of Way at Maitland Boulevard, as generally depicted on Sheets 9, 10 and 12 of *Exhibit "A*". Construction of the Project shall require relocation of certain portions of the Sanitary Sewer Facilities within OOCEA Right of Way, as generally depicted on Sheets 10 and 12 of Exhibit "A". Subject to the terms and conditions of this Agreement, OOCEA shall perform or cause to be performed the relocation of the Sanitary Sewer Facilities in accordance with the Plans at County's expense. Upon the relocation of the Sanitary Sewer Facilities, OOCEA shall convey to County a permit for relocation, construction, operation, use, maintenance, repair and replacement from time to time of the Sanitary Sewer Facilities in substantially the form and content attached hereto as Exhibit "D" and incorporated herein by this reference (the "OOCEA Utilization Permit"). The relocated 8-inch gravity sewer line shall be available for use by County at the conclusion of the Utilities Project. The existing 8-inch gravity sewer system shall remain in service until the new 8-inch sewer system is cleared by FDEP to place it in service.

b. The construction and Construction Engineering and Inspection ("CEI") work related to the Relocation of the Overland Road Facilities and the Apopka Boulevard Facilities as specified in the Plans shall be performed by OOCEA at OOCEA's expense ("OOCEA Work"). The construction and two percent (2%) of actual construction costs for CEI work related to the Construction of the Shared Use Path Facilities, the Relocation of the U.S. 441 Facilities, and the Relocation of the Sanitary Sewer Facilities as specified in the Plans shall be performed by OOCEA at County's expense ("County Work") at an amount not to exceed \$905,566.20 collectively without prior written approval of County. This amount constitutes the County's share of the bid plus a ten percent (10%) contingency. The items designated as OOCEA Work and County Work are more specifically set forth in that certain Bid Tabulation attached hereto and incorporated herein by this reference as <u>Exhibit "E"</u> (the "Bid Tabulation"). As indicated above, the OOCEA Work and County Work are sometimes collectively referred to herein as the Utilities Project.

c. The following shall also apply to the conduct of the Utilities Project:

(1) OOCEA shall perform the work for the Utilities Project in accordance with the Plans and County shall cooperate with the progression of the work pursuant to the work schedule in substantially the form and content attached hereto as <u>Exhibit "F"</u> and incorporated herein by this reference (the "Work Schedule").

(2) The County at the County's expense shall obtain all such permits and approvals necessary for the Utilities Project.

(3) The Parties shall cooperate in obtaining all applicable permits and approvals required for the Utilities Project.

(4) In the event that the Plans or Work Schedule are required to be revised in any way, the Parties shall cooperate in good faith to expedite the review and such necessary revisions to ensure that: (i) the location, construction and operation of the Facilities are harmonized with the Project plans and design and construction of the Project in accordance with all applicable laws; (ii) the Work Schedule is synchronized with the construction schedule for the Project; (iii) the construction of the Project and the Utilities Project are accomplished in an expedient and cost-effective manner so as to limit, to the extent reasonably practical, costs of land acquisition, design and construction and to minimize impacts to Project, the Facilities, and adjacent landowners.

(5) OOCEA has designated the CEI for the Project as the point of contact for County in all matters related to the Utilities Project and the Project, and County has appointed Manager, Utilities Engineering (or his/her designee) as the point of contact for OOCEA and its contractors in all matters related to the Utilities Project and the Project.

d. Bids were opened on March 8, 2007 and the contract was awarded to Hubbard Construction, the low bidder, pursuant to OOCEA's customary procurement procedures, policies and practices. The bid prices for the Utilities Project are reflected in Exhibit "E". Without limiting anything contained herein, OOCEA's CEI consultant for the Project shall also provided CEI services for the Utilities Project, provided that the cost of such CEI services with respect to the County Work shall be paid by the County. The cost of said CEI services shall be two percent (2%) of the actual construction costs of the County Work. OOCEA and its designated CEI consultants and the selected contractors shall coordinate the construction of County related utility work with County staff and the County designated consultants.

e. OOCEA shall cause the contractor(s) to commence and diligently perform the Utilities Project to completion in accordance with the Plans, OOCEA standards, and the Work Schedule; provided, however, in the event that completion of the Utilities Project is delayed by events of force majeure (as defined below), the completion date shall be extended one day for each day of delay caused by such events. The Parties shall cooperate to harmonize such work and construction of the Facilities with the construction or proposed construction of the Project improvements. Neither the OOCEA, nor any employee, contractor nor agent thereof, shall cause any damage to the Property or any improvements thereon.

f. Following completion of the Utilities Project, County shall abandon the previous location of the Facilities not still required by County pursuant to this Agreement and installation, maintenance and repair of the Facilities and the County Work. For any easements to be released or abandoned by County, County shall utilize the Release of Easement or Partial Release of Easement form, as appropriate, set forth on <u>Exhibits "G" and "H"</u> of this Agreement. Without limiting the foregoing, County shall grant to OOCEA, and OOCEA shall grant to County, at no additional cost to either party, such temporary construction easements, easements and/or use permits as may be necessary for the Utilities Project or Project improvements, to allow for the safe and efficient operation, maintenance and use of the Facilities and Project.

g. Within thirty (30) days after the completion of the Utilities Project, OOCEA shall provide County with certifications from a project engineer duly licensed in the State of Florida that the installation and/or encasement of the Facilities has been completed in accordance with the Plans, and all applicable permits and laws.

As soon as possible after the completion of the County Utilities Project, h. OOCEA shall provide County with a detailed final statement of all costs and expenses incurred by OOCEA in connection with the engineering, construction, inspection, relocation and/or construction of the County Work (the "Cost Statement"), together with all supporting documentation of such costs and expenditures. The Cost Statement and supporting records provided by OOCEA shall be in auditable form in accordance with generally accepted accounting principles. Within sixty (60) days after receipt of the Cost Statement and supporting documentation, County shall reimburse OOCEA for all such costs and expenses actually incurred for such County Work (subject to any adjustment if County's audit shows that such cost statement exceeds costs actually incurred or such costs are not reimbursable under the terms of this Agreement and subject to the cap in paragraph 2.b. above). County shall make payment for the costs associated with the County Work by issuing a check made payable to the OOCEA, in the amount so expended by the OOCEA, all in accordance with the foregoing. Additionally, County shall make payment for the cost of the CEI services for the County Work in an amount equal to two percent (2%) of the actual construction costs of the County Work. The amount for

ORL1\REALEST\892006.7 12842/0429 JSR jsr 4/27/2007 3:08 PM the County Work, including CEI services shall not exceed \$905,566.20 collectively without prior written approval of County.

i. The following insurance obligations shall be provided by OOCEA or its contractor. Any contractor undertaking the construction of the Facilities and the County Work shall secure and maintain a payment bond and a performance bond in accordance with state law and County policy. The performance bond for the Facilities and the County Work shall be in substantially the form of bond set forth on *Exhibit "1*" "Performance Bond" attached hereto and made a part of this Agreement. The County shall be listed as co-obligee on all bond forms. The County will be declared to be a third party beneficiary in any contract between OOCEA and any contractor performing any portion of construction or installation of the Facilities or the County Work. In addition to the foregoing, OOCEA agrees:

(1) Any contractor constructing the Facilities or undertaking the County Work shall maintain the following insurance coverages:

(a) Workers Compensation - the Contractor shall provide coverage for its employees with statutory limits for Workers' Compensation and not less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.

(b) Commercial General Liability - the Contractor shall provide coverage for all operations including, but no limited to Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$1,000,000 per occurrence, Combined Single Limit (CSL) or its equivalent. The General Aggregate Limit shall be twice the required occurrence limit.

(c) Business Automobile Liability - the Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, Combined Single Limit (CSL) or its equivalent.

(d) Professional Liability - the Contractor shall provide coverage with limits not less than \$1,000,000 (deductible permitted not in excess of \$100,000), for claims arising out of the services performed by the Contractor or its sub-contractor(s) of every tier or person employed by them, in the performance of services under this agreement.

County shall not be responsible for damage to or loss of contractor's property or equipment while working on the County's Work or while equipment is stored on County property during this Agreement.

(2) The County shall be specifically included as an additional insured under said policies, and said insurance shall include a provision that cancellation of the coverage shall not be effective until thirty (30) days prior written notice is provided to the County. Renewals of certificates of insurance shall be produced by OOCEA as necessary during the Project until the OOCEA issues the bill of sale and the County accepts the Facilities and the

ORL1\REALEST\892006.7 12842/0429 JSR jsr 4/27/2007 3:05 PM County Work. The Workers' Compensation policy shall include a waiver of subrogation in favor of OOCEA and the County.

(3) County reserves the right to request, and OOCEA shall produce within fifteen (15) days, proof of the existence of such insurance coverages and certificates verifying the amount and terms of such insurance coverages.

j. Upon completion and acceptance of the Facilities and County Work by the County, OOCEA shall have no responsibility for the maintenance, operations or repairs of the Facilities, unless due to damage caused by the negligence of OOCEA, its employees, contractors or agents. Neither the County, nor any employee, contractor nor agent thereof, shall cause any damage to improvements within the Project, or take any actions that would weaken, diminish or impair the lateral or subjacent support to the Project, or its appurtenant improvements. Without limiting the foregoing, the County shall be responsible for maintaining, at no cost to OOCEA, all permits, authorizations and approvals of applicable regulatory agencies necessary for continued operation, use, maintenance and repair of the Facilities.

3. **Default.** In the event either Party breaches any of the terms or conditions to be complied with or any of the covenants, agreements or obligations to be performed by such Party under the terms and provisions of this Agreement, the non-defaulting Party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance.

4. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

OOCEA:

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY 525 South Magnolia Avenue Orlando, Florida 32801-4414 Attn: Deputy Executive Director Telephone: (407) 318-3600 Telecopy: (407) 649-8304

With a copy to:

BROAD AND CASSEL 390 North Orange Avenue, Suite 1400 Orlando, Florida 32801 Attn: Robert F. Mallett, L.L.C. Telephone: (407) 839-4200 Facsimile: (407) 425-8377

ORL1\REALEST\892006.7 12842/0429 JSR jsr 4/27/2007 3:06 PM County:

ORANGE COUNTY, FLORIDA Orange County Utilities Department 9150 Curry Ford Road, Suite 300 Orlando, Florida 32825 Attn: Director of Utilities Telephone: (407) 254-9760 Telecopy: (407) 254-9899

With a copy to:

County Administrator Orange County P.O. Box 1393 Orlando, Florida 32802-1393 Telecopy: 407-836-7399

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

5. <u>Indemnification</u>. During the duration of the Agreement, OOCEA and County shall each provide and maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each Party. Such insurance or self-insurance shall include at a minimum workers' compensation and employers' liability, business automobile liability and commercial general liability coverage. Neither Party to this Agreement nor its officers, agents, or employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other Party. Each Party shall defend, indemnify and hold the other Party harmless from all claims, damages, losses and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement; provided specifically, however, nothing contained herein shall constitute a waive by either Party of its sovereign immunity or the provisions of Florida Statutes Section 768.28.

The OOCEA shall cause no hazardous materials or other potentially hazardous conditions on the Property, and to the fullest extent permitted by law, the OOCEA assumes all responsibility for, and agrees to defend, indemnify and hold the County harmless from: (a) all claims, cost and expenses, including reasonable attorney's fees, as a consequence of any sudden or non-sudden pollution of air, water, land and/or ground water arising from or in any way connected with the occupancy by the OOCEA of the County's property; and (b) any claim or liability arising under the federal or state law dealing with either such sudden or non-sudden pollution of air, water, land and/or ground water arising thereform or the remedy thereof.

6. <u>General Provisions</u>. The failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and any custom or practice at variance with the terms hereof, shall not constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by all Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. County and OOCEA do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. Time is of the essence in this Agreement and each and every provision hereof.

7. <u>Survival of Provisions</u>. All covenants, representations and warranties set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

8. <u>Severability</u>. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9. <u>Waiver of Jury Trial</u>. The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement.

10. <u>Force Majeure</u>. The Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond the obligated party's reasonable control, which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, orders, moratoriums or controls, fire or other casualty, inability to obtain any material or services or through Acts of God. For all monetary issues, there shall be no events of force majeure.

11. <u>Effective Date</u>. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the first date that this Agreement has been fully executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

E



ORANGE COUNTY, FLORIDA, By: Board of County Commissioners

duranda By:

Richard T. Crotty Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners

By: Deputy Clerk

Print: Rosilyn M. Stapleton

Date: <u>SEP 1 1 2007</u>

WITNESSES:

Print:

Print: (HARLOTTE ROWN

COUNTY ORLANDO-ORANGE EXPRESSWAY AUTHORITY, avation of the State of Florida a public cor By: Print Title:

APPROVED AS TO FORM AND LEGALITY FOR EXECUTION BY A SIGNATORY OF THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Legal Counsel: Broad and Cassel, Attorneys at Law By:

Date:

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21° day of <u>August</u>, 2007 by <u>Michael Snyder</u> as <u>Executive Director</u> of the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, on behalf of the OOCEA. <u>He/she is personally known to me or has produced</u> <u>has a sidentification</u>.

Notary Public, State of Florida (Notary Stamp Below)

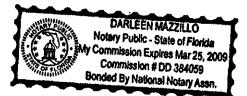


EXHIBIT "A"

Plans

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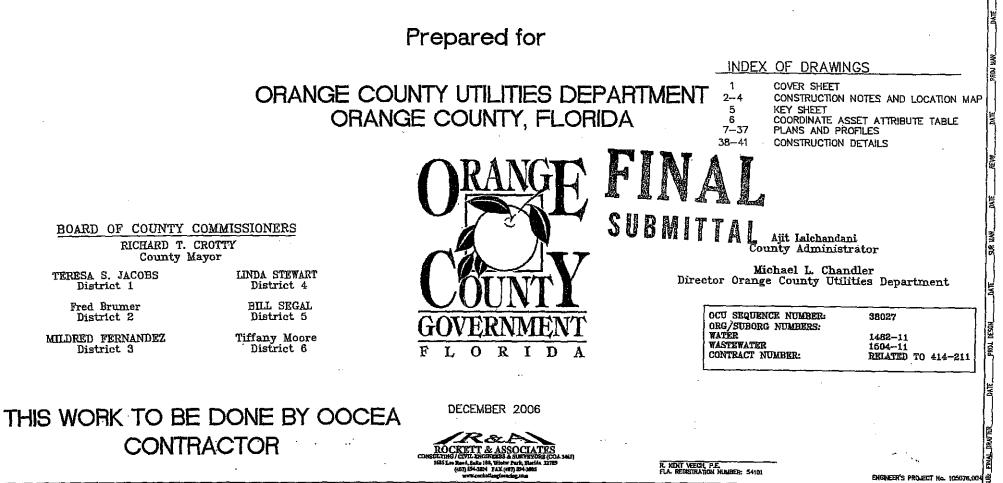
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Construction Plans

STATE ROAD 414 -MAITLAND BOULEVARD EXTENSION UTILITY RELOCATION AND IMPROVEMENTS (FROM ROSE AVENUE TO EAST OF HIAWASSEE RD.)



GENERAL CONSTRUCTION NOTES

ALL BORK AND RECHIREMENTS FROM THE NOTES IN THIS PASE SHALL BE A REPUBLICANT OF THE CONTRACT AND EXECUTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO DRANGE COUNTY

- ALL UTILITIES FACULTIES CONSTRUCTION CONNECTING TO THE ORANGE COUNTY PUBLIC UTILITIES SYSTEM SHALL CONFORM TO THE CANAGE COUNTY UTILITIES STATUDADADA MO CONSTRUCTION SECTION MANUAL, MAD BE ONE OF THE APPRICAD PRODUCTS 1. LISTED IN APPENDIX 'D' OF THE MANUAL
- Coordination and communications with orange compaty staff shall be made Through the orange county utilities construction division inspector. Contacy the Gou Disatch orange bergebardes. 2.
- THE GRANGE COUNTY UTILITIES CONSTRUCTION DIMSION SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS FRUCH TO ANY CONSTRUCTION ACTIVITY, OR FRUCH TO ANY ACTIVITY REQUIRING THE PRESENCE OF OR AN ACTION BY UTILITIES STAFF SUCH AS SCHEDULING VALVE OPERATION, PRESENCE TESTING, PPE CONNECTION, PUMP STATION OPERATIONS OF
- DRANGE COUNTY UTILITIES DEPARTMENT TELEPHONE NUMBERS:

ORANGE C	CUNTY UTILITIES	NSPATCH -	407-836-277
	CARLEN AND AND AND AND AND AND AND AND AND AN	CONSTRUCTION OF SIGN	407-254-9796
ORANGE L			407-254-9886
ORANCE C	CONTY UTILITIES	WATER RECLAMATION DIVISION	
OR MICE C	WHATY LOUTES	WATER DIVISION	407-836-6800
Olovina u		ENGINEERING DIVISION	407-254-8900

- THE CONTRACTOR SHALL PROVIDE FOR ALL BY-PASSING AND/OR HALLING OF WASTEWATER DURING ALL INTERRUPTIONS OF PLOWS AND/OR CONNECTIONS TO THE EXISTING WASTEWATER SYSTEM 5.
- water, wastewater and reclaned water valves, pump stations or other utility werastructure. Are to be operated only by orange county utilities personnel All valves bong installed are to remain glosed during construction.
- ALL EXISTING WATER MAIN, FORCE MAINS, GRAVITY PIPES AND OTHER LITELTY FACULIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION. 7.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROVENTY OF WATER MARE, WASTEWATER FORCE MANS, GRAVITY MANS, AND RECLAINED WATER WAIN, WATER MANS, FORCE MANS, GRAVITY MANN, AND RECLAINED WATER MAN SHOWN ON THE PLANS ARE NOT EXACT OR GLARANTEED. THE CONTRACTOR IS RESPONSIBLE FOR FILL VERYFING EXERTING UTLINT (CONTINUE). 8.
- LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROVALATE. THE CONTRACTOR SHALL, FIELD VERIFY THE EXISTENCE AND LOCATION OF ALL ABOVEGROUND AND UNDERGROUND UTILITIES. CONTRACTOR SHALL CONTACT UTILITY OWNERS, INCLUDING FIBER OFTICS COMPANES, AT LACK SEVEN (7) DAYS PROKO TO CONSTRUCTION, AND A MINIMUM OF 48 HOURS FROM TO ANY EXCAVATION. EXTREME CAUTION SHALL BE EXERCISED IN AREAS OF BREF OFTICS ۵. FREER OPTICS.
- IMMEDIATELY AT ONSEY OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY MORIZONTAL AND VERTICAL LOCATIONS OF ALL COSTING UTILITIES CRITICAL TO COMPLETING THE PROJECT (INCLIDING WATER, SEMER, RECLAIMED WATER, POWER, TELEPHONE, EAS, AND CALLE TY) AND SHALL EVALUATE POTENTIAL COMPLETION A VERTICAL REPORT. ANY 10. CONFLICTS SHALL BE REPORTED TO ENGINEER/OWNER OWNEDIATELY UPON DISCOVERY AND RETAILED IN THE REPORT.
- 11. CONTRACTOR SHALL COORDINATE WITH ALL DTHER UTILITY OWNERS FOR RESOLUTION OF COMPLICITS DONTRACTOR SHALL HAVE 48 HOURS TO DETERMINE THE RESOLUTION OF ANY UNHOUND OR UNFORESSEN CONFLICTS. COSTS INCORRED SHALL BE BORNE BY THE UTILITY OWNER AND/OR CONTRACTOR AND NO CLAUSE UAY BE NADE ADAMST ORANGE COUNTY OR THE ENGINEER FOR THESE CONFLICTS. NO ADDITIONAL COMPENSATION SHALL SE WADE FOR THE PERIOD OF THE TO RESOLVE ANY CONFLICTS.
- 12. USE EXTREME CAUTION WHEN EXCAVATING CR CONNECTING TO ASBESTOS CENENT PIPE. THE CONTRACTOR WILL BE REQUIRED TO SUPPLY TRUCKS CAPABLE OF FULPING OUT THE PUPE STATION UPERAL FROM BREAMS OR CONNECTION POINT. WHEN CONNECTING TO ASBESTOE CENENT WATER WAIN OR FORCE WAN THE CONTRACTOR IS REQUIRED TO REPLACE MY DAMAGED LENGTHS OF PIPE. THE MUONIT OF REPLACED PIPE WILL BE DETENDED BY THE CANNEE COUNTY UTILITIES INSPECTOR.
- 11. ALL ASPESTOS CEMENT PIPE TO BE TAKEN OUT OF SERVICE MILL BE REMOVED UNLESS OTHERMISE NOTED ON PLANS. GROUT PIPE WHERE INDICATED ON PLANS. ALL ASPESTOS CEMENT PIPE TO BE REMOVED AND DISPOSED OF ACCORDING TO STATE AND PEDEPAL ORDINANCES AND REGULATIONS.
- Support & protect all existing utilities. Contractor shall contact utility changes for location of all existing factings. Contractor shall be responsible for coordinating with utility owners and be responsible for responsible through the utility poles and all other utilities during
- The utilities improvements and admistrative shown on these drawings are intended to mantain the intervity of the orange county water, waterater, and regulared water systems. The orawings do not include werk performance on or for utility systems overed by others, unless stated otherwise on the 15.

- FULSHING, HYDROSTATIC TESTING AND DISINFLUTING OF WATCH SPECIFICATIONS C-600, PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH AWAY SPECIFICATIONS C-600, C-651 AND APPLICABLE SECTIONS OF THE CRANEG CONTY STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL. FITTINGS AND MINOR REPLACEMENT SECMENTS REQUIRED TO MARK COMPACTIONS TO BOSTING WITH A LINIUM SEC CHLORING SOURCHLY DESAFEGTED BY SWABBING THE DITTRE ATENDOR WITH A LINIUM SEC CHLORING SOURCHLY DESAFEGTED BY SWABBING THE DITTRE ATENDOR WITH A LINIUM SEC CHLORING SOURCHLY LATERIALS, AND MANPOWER TO ACCOMPLISH THESE OPERATIONS, AUTHORIZED GRANCE CONTY UTILIES PERSONNEL SALL BE PRESENT OWING THE WITH WITH WITH ORANGE COUNTY UTILIES INSPECTOR AT LEAST SEVEN (7) DAYS PRIOR TO STARY THIS WORK.
- 17. ALL DOSTING AND NEW OCH WATER AND SEMER VALVES, VALVE BOXES, AND MANHOLES SHALL BE REDCTED AND ADJUSTED TO THEYRIED GREAK AS SKOWN ON THE DRAWINGS VALVE AND VALVE BOXES HALL REMAIN ADDESSINGE AT ALL THESE. ANY VALVES THAT HAGTT BE CONFRED DURING COMSTRUCTION HALL BE MARKED WITH A MARKER (GREEN FOR SEWER, BULF FOR WATER, AND PROFILE FOR RECAMPLE AT MAIL THAN), A MARKER (GREEN FOR (4) FEET ABOVE GRADE. ALL VALVES UNDER CONSTRUCTION ARE TO REMAIN CLOSED DURING CONSTRUCTION.
- 18. SEE DETAIL SHEET FOR SEPARATION REQUIREMENTS BETWEEN WATER MAINS, SEWER MAINS AND OTHER PIPELINES AND MAINS. NO CONCRETE EXCASEMENT OF PIPES WILL BE PERMITTED.
- 19. ALL PVC WATER AND SEWER HAN AND RECLAINED WATER MAIN SHALL CONFORM TO AWWA COOD, OR 18, OR COOD, OR 25. ALL DUCTLE RON WATER MAIN PIPE SHALL CONFORM TO ANSI/AWWA A21.81/CI51. ALL PVC PRESSURE PIPE SHALL USE DUCTLE RON FUTINCS. ATTINGS FOR SERVICES SHALL BE BRASS.
- 20. ALL PIPE, PIPE FITTINGS AND APPURTENANCES INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ADCORDANCE WITH SUBPARACRAPH 82-555.320 (21) (8) 3, FAS, USING BLIE AS A PREDUMINANT OLOR FOR WATER, GREEN FOR WASTEWATER; PURPLE FOR RECLAINED WATER.
- 21. ALL BACKFILL SHALL BE COMPACTED TO HOT LESS THAN 85% OF MAXMALM DRY DENSITY AS WEASURED BY AASHTO T-180 METHOD '0' TEST (WORFED FROCTOR) IN OPEN AREAS AND TO NOT LESS THAN 88 TAXAVANIM BRY DEASTY AS WEASHED BY ANY TO T-180 WETHOD 'D' TEST (MODIFED PROTOR) UNDER ASPHALT OR CONCRETE PANEMENT AND WITHIN 3-FT OF PANEMENT, ALL SOLL TESTING TO BE CONDUCTED BY THE COUNTY. THE CONTRACTOR SHALL PROVIDE ALL REASONABLE ASSISTANCE DURING SOLL TESTING. THE
- 22. PRE LENGTHS SHOWN ON PLANS ARE APPROXIMATE. ACTUAL LENGTHS ARE TO BE DETERMINED DURING CONSTRUCTION
- 23. ALL STATIONS AND OFFSETS REFER TO BASELINE OF STATIONING
- 24. MAINTAIN ENERGENCY VEHICLE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL THICK
- 25. LOCAL RESIDENTIAL ACCESS SHALL BE KAINTAINED AT ALL TIMES. PROVIDE WRITTEN NOTIFICATION TO RESIDENTS SEVEN (7) DAYS PRICE TO SUPLEMENTING ANY ROADWAY OR
- 28, ALL MANYS SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS. A MUNIMUM COVER OF 36 Inches Shall be mantavied on all mans, where it is not opherwse specified on plans or direction by the Nomer, all direction changes in the Pape Both Horizontal and vertical shall be by joint depletion, unless otherwise noted or obrected by the poster. Joint depletion, unless otherwise noted or obrected by the poster. Joint depletion, shall not exceed 75% of the manufacturen's recommended depletion.
- 27. ALL PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DETAIL SHEETS. IN ADDITION, ALL PITTINGS SHALL BE MECHANICAL JOINT RESTRAINED. NO THRUST BLOCKS SHALL BE PERUITED. RESTRAIN DASTING PIPE WHERE RESURED IN ACCORDANCE WITH THE RESTRAINT TABLES.
- 28. COMPLETE ALL CONSTRUCTION WITHIN RIGHT OF WAY LINITS AND EASEMENT LIMITS. UNLESS OTHERWISE NOTED
- 29. PIPE SIZES SHOWN ON PLANS ARE MINIMUM INSIDE DIAMETER.
- KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FOEP DO NOT CONNECT ANY PROPOSED WATER MAIN TO ANY EXISTING WATER MAIN UNLESS CLEARED BY FOEP, 30.

PROPOSED WATER MAIN TO ANY EXISTING WATER MAN UNLESS CLEARED BY FREP. ALL DONNECTIONS TO EXISTING MARIS SHALL BE MADE BY THE CONTRACTOR ONLY AFTER THE PROPOSED CONNECTION PROCEDURE AND WORK SCHEDULE HAVE BEEN REVEWED AND ACCEPTED BY THE CONNER. THE CONTRACTOR SHALL SHEART A WRITTEN REQUEST TO THE GANGES CONNECTION FROCEDURE AND WORK SCHEDULE HAVE CONVECTIONS. THE REQUEST SHALL REFERENCE THE PROPOSIENT A WRITTEN REQUEST TO THE GANGE AND THE REQUEST SHALL REFERENCE THE PROPOSIENT AND THE CONVECTIONS. THE REQUEST SHALL REFERENCE THE PROPOSIENT AND THE CONVECTIONS. THE REQUEST SHALL REFERENCE THE PROPOSIENT AND THE CONVECTIONS. THE REQUEST SHALL REFERENCE THE PROPOSIENT AND THE CONVECTIONS. THE RECOVER THINGS TO BE USED, METHODS OF ALUSHING AND A POWNED CONNECTION THINGS TO BE USED, METHODS OF ALUSHING AND A POWNED CONNECTION THE SUBMITION AND CONTRACTOR FREE BESTIMATED CONSTRUCTION THE SUBMITICAL WITHIN PROVING APPROVAL OR DONAL. OF THE RECOVERT HOUSE SHALL REVEAL THE SUBMITICAL WITHIN PROVING APPROVAL OR DONAL. OF THE RECOVERT HOUSE SHALL REVEALS THE SUBMITICAL AND THE CONTRACTOR SHALL REVEALS THE GANGE SHALL REVEALS THE SUBMITICAL AND THE CONTRACTOR SHALL REVEALS SHOULD THE CONTRACTOR NOT INTATE AND COMPLETE THE CONNER MALL REVEALS SHOULD THE CONTRACTOR NOT INTATE AND COMPLETE THE CONNER MALL OF THE SHOULD THE CONTRACTOR NOT INTATE AND COMPLETE THE CONNER THE THE SHOULD THE CONTRACTOR NOT NOT THE AND COMPLETE THE CONNER TO THE SHOULD THE CONTRACTOR NOT NOT THAT AND ONE IN THE SYSTEM MAINS SHALL, NOT GE PLACED IN SERVICE UNTER INTER STELL MAINS SHALL, NOT OF REPLACE AND SERVICE INTER PROOF TO WATER MAN COMMENTION MAINS, HIST DE CONNELTED AND SHOULD THE CONTRACTOR SHOUL PROCEDURY AND SHALL, NOT OF REPLACE AND SERVICE UNTER SIDE THE SUBMITION OF REPLACED AND SHALL, NOT OF REPLACE AND SERVICE INTER SIDE FROM FOOL FORP. ALS SHALL, NOT OF REPLACE AND SERVICE INTER PROOF TO WATER MAN COMMENTION.

BASING WERVERSTALL AND ALL BE RESTORED TO RESTORATION DETAILS SHOWN UN INC. CONSTRUCTION DETAIL SHEETS. ALL OAMAGED SDEWAAK, ROADWAY PAVEMENT AND OTHER WARROWLENTS SHALL BE RESTORED TO ORGINAL CONDITION.

- 33. ALL COUNTY ROADS TO BE OPEN CUT SHALL BE APPROVED BY ORANGE COUNTY PUBLIC ALL COUNTY ROADS TO BE OPEN CUT SHALL BE APPROVED BY CRANCE COUNTY FUGLIC WORKS FROM TO DE"N-CUTLS. SUBMIT A MAINTENANCE OF TRAFFIC (MOT) PLAN CONFORMING TO GRANGE COUNTY RIGHT-OF-WAY UTLIZATION REQULATIONS TO CRANCE COUNTY PUBLIC WORKS A BUNNUM OF FUNTEN (14) DAYS PROR TO ANY WORK WITHN COUNTY RIGHT-OF-WAY. A COPY OF THIS PLAN SHALL ALSO BE SUBMITTED TO THE SUBMITER MOUTHLY COUNTY INSPECTIVE. NOTIFY THE COUNTY EVALUE AND HAVE WORK WITHN COUNTY RIGHT-OF-WAY. A COPY OF THIS PLAN SHALL ALSO BE SUBMITTED TO THE SUBMITER AND UTLITY COUNTY INSPECTIVE. NOTIFY THE COUNTY EVALUE AND HAVE WITH FROM TO ANY OPEN CUT OF ROADWAYS OR LACK AND BORE OFFICIATIONS WITHIN THE COUNTY RICHT-OF-WAY. THE CONSTRUCTION SITE AT ALL TIMES WHEN HORRS WITHIN THE COUNTY RICHT-OF-WAY.
- 34. INSTALL AR RELEASE VALVES (ARV) AT ALL HIGH PORMES IN THE SYSTEM IRHERE AIR CAN ACCUMULATE. AR RELEASE VALVES AND APPURITENANCES SHALL BE COLOR CODED BLUE FOR WATER, GREEN FOR SEWER, AND RAPPLE FOR RECLAMED. STATUONING FOR AR RELEASE VALVES IS APPROXIMATE. CONTRACTOR TO INSTALL AR RELEASE VALVES AT HIGH POINTS IN NAIN.
- WATER, SEWER, AND RECLAIMED WATER LINE MARKERS SHALL BE PLACED EVERY 1,000 FT AND AT ALL VALVE AND DIRECTIONAL CHANGES. SEE VALVE AND PIPING MARKING DETAILS. NO MARKERS ARE REQUIRED AT VALVES ADJACENT TO FIRE HYDRANTS, OR IN RESIDENTIAL SUBDIVISIONS.
- 38. BENCHMARK LOCATIONS AND ELEVATION ARE SHOWN IN THE PLANS AS REPRESENTED BY SURVETOR AT THE THE OF SURVEY. COMTRACTOR SHALL VERIFY ITS CORRECTNESS AT THE THE OF CONSTRUCTION AND DISTALL HIS OWN TEMPORARY DENOMMARKS. ANY DISCREPANCES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OCU
- 37. NO VALVE BOXES, METERS, PORTIONS OF MANNOLES, OR OTHER APPLICTEMANCES OF ANY KIND RELATING TO ANY UNDERGROUND UTILITIES SHALL BE LOCATED IN ANY PORTION OF A DURB-AND-GUTTER SECTION. CONTRACTOR SHALL ADVISE ENGINEER IMMEDIATELY UPON DISCOVERY OF A POTENTIAL CONFLICT.
- 38. WHERE REQUIRED, AT NO ADDITIONAL COST TO THE COUNTY, THE CONTRACTOR SHALL USE TEMPERARY SHEETING OR TRENCH BOXES TO ANNULZE THE SIZE OF EXCAVATIONS AND PROTECT EXISTING ROUNDAYS, UTLINES AND OTHER FACILITES. OR AS NEEDED TO RELIAIN WITHIN THE LIMITS OF CONSTRUCTION. CONTRACTOR TO COUPLY WITH OSHA RENCH SHEETIN REGIMERACINTS AT ALL THRES.
- 39. CONTRACTOR TO PROVIDE DETAILED AS-BUILT DRAWINGS OF ALL UTILITIES UNCOVERED IN TRENCHES. THE AS-BUILT SHALL RECORD LOCATION, SIZE, TYPE, ELEVATION AND OWNER OF ALL UTILITY FACULTIES UNCOVERED.
- 40. ALL EXISTING MAINS SHALL REMAIN IN SERVICE UNTIL THE PROPOSED MAIN(S) ARE ACCEPTED FOR SERVICE AND ALL SERVICE ARE TRANSFERRED TO THE MAIN(S).
- 41. CONTRACTOR TO FURNISH AND INSTALL NEW METER BOXES.
- 42. WHERE SHOWN ON THE PLANS, LINE STOPS WILL BE USED TO ISOLATE PORTIONS OF THE EXISTING MAIKS. THE ORANGE COLINTY UTILITIES INSPECTOR SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF LINE STOP INSTALLATION.
- 43. THE CONTRACTOR SHALL PROTECT EXISTING WATER METERS AND SERVICE CONNECTIONS DURING CONSTRUCTION AND SHALL COORDINATE THE RELOCATION OF WATER SERVICE METERS WITH ORANGE COUNTY UTUITIES. THE CONTRACTOR SHALL RELOCATE WATER METERS AS INCCESSARY AND AS DIRECTED BY ORANGE COUNTY.
- 44. WATER PRE SHALL BE STANPED BY THE NATIONAL BANITATION FOUNDATION (NSF) FOR POTABLE WATER USE.
- 49. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY GRANGE COUNTY INTUITIES DISPATCH (ENERGENCY ONLY) IN THE EVENT OF LITELY MAIN BREAK OR DAMAGE AT (407) 835-2777.
- 48. ALL MAIN REPARTS TO BE COMPLETED INMEDIATELY BY THE CONTRACTOR, AT THE CONTRACTOR'S COST. IF THE MAIN IS NOT REPARED IN A THELY MANNER, AS DETERMINED BY THE ENGINEER, ORANGE COUNTY UTILITIES PERSONNEL MAY REPAIR MAIN AND THE CONTRACTOR WILL BE BACK CHARGES FOR REPARES.
- 47. CONTRACTOR SHALL COORDINATE WITH ALL OTHER UTILITY OWNERS FOR THE RESOLUTION OF CONFLICTS. ANY COST NOLTRED SHALL BE JOINE BY THE UTILITY OWNER OR CONTRACTOR AND NO CLAMBE WAY BE MADE ADMINIST THE PROJECT OWNER FOR THESE

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- 48. CONTRACTOR SHALL APPLY FOR AND SECURE ALL NECESSARY PERMITS FROM STATE, CONTY, AND LOCAL MUNICIPALITIES, PERMITS SHALL NOLLOC, BUT NOT BE LANTED TO, RIGHT OF WAY USC, CONSTRUCTION, BUSINESS, LOCENSE, AND DEWATERNO.
- THE CONTRACTOR SHALL CONSTRUCT ORANGE COUNTY UTILITIES RELATED UTILITIES RELOCATIONS AS A PART OF THE OOCEA ROADWAY SUPROVEMENTS PROJECT.

ł	05%(MeD V.8 APPRCMED): 	ROCHTTY & ASSOCIATES	STATE ROAD 414 MAITLAND BOULEVARD EXTENSION	GENERAL CONSTRUCTION NOTES	DATE PROJECT NO.
ł	RENSON BY APPROD SAUGE PROLECT DAS. CALL SECTIONS AND A SAUGE PROLECT DAS. CALL SECTIONS		UTILITY RELOCATION AND IMPROVEMENTS		T SCALE SALET NO. 2 STE NTS OF 41 2

NEW WATER MAIN NOTES:

ORANGE COUNTY UTILITIES - CONTRACTOR PROCEDURE TO CONNECT NEW WATER MAIN TO EXISTING WATER MAIN

ALL WORK TO BE COMPLETED BY CONTRACTOR UNLESS OTHERWISE NOTED

- The GRANGE COURTY LITLITES CONSTRUCTION DWISION (407-254-8788) SHALL BE NOTHED AT LEAST SEVEN (7) DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY, OF PRIOR TO ANY ACTIVITY REQUIRING THE PRESENCE OF GA AN ACTIVIN BY UTILITES STAFF SLOP AS VALVE OPERATION, PRESSURE TESTING, PIPE CONNECTION, PLUE STATION OPERATION OR SHUTDOWN, ETC.
- 2. INSTALL NEW WATER MAIN

v.

- MAKE TEMPORARY CONNECTION TO AN EXISTING POTABLE WATER SOURCE; FLUSH OUT NEW WATER MAIN WITH POTABLE WATER (USE "JUMPER" ASSEMBLY WITH BACK FLOW PREVENTER).
- 4. FILL NEW WATER WAIN WITH POTABLE WATER AND PRESSURE TEST AT 150 PSI FOR 2 HOURS.
- 5. AS-BUILTS DRAWINGS MUST BE COMPLETED AND SUBMITTED TO THE ORANGE COUNTY UTUTIES INSPECTOR PRIOR TO WATER MAIN CHLORINATION.
- CHLORINATE WATER WAIN WIN. (50 MG/L) AND LET STAND FOR 24 HOURS: VERIFY THAT CHLORINE RESIDUAL IS STUL 25 MG/L
- FLUSH HIGHLY CHLORINATED WATER OUT OF NEW WATER WAIN AND FUL WITH POTABLE WATER AGAIN. CONTRACTOR TO WANTON ADEQUATE CONTROLS AND DIVERSION DEVICES, CHECK DAMS, HUDDING PONDS, DITCH BLOCKS, FILL. TO AVAID DRECTLY DISCHARSING CHLORINATED WATER TO BRANCOMMENTALLY SENSITIVE AREAS, WEILANDS OR WATER BODES.
- 8. TAKE SAMPLE FOR BACTERIOLOGICAL TEST (TAKE SAMPLES ON TWO CONSECUTIVE DAYS).
- AFTER MALYSIS AND ACCEPTABLE RESULTS, SUBJECT TO THE ORANGE COUNTY LITENESS INSPECTOR WATER WAR AND TOLEARANCE" PACKAGE INCLUDING BACTERIOLOGICAL TEST RESULTS AS REQUERED BY FOLE PARAMIT.

10. WAIT FOR PERMISSION FROM FOEP TO RELEASE NEW WATER MAIN FOR USE.

- CNLTE RELEASE IS RECEIVED, ORANGE COUNTY WATER DEPARTMENT NOTIFIES IN WRITING (FLYERS ON DOOR) ALL PEDILE BERNICED BY EXISTING WATER MAIN THAT SERVICE WAL BE INTERRUPTED (24 HOLINS FRUER TO INTERRUPTION) FOR CONNECTION TO NEW WATER MAIN. CHLORING RESOLULI IS ONCE ACAN VERIFIED.
- 12. All connections and taps on dusting many small mantain pressure on dusting mann (Net Tap). If pressure can not be mantained and with proor approval of the drived county utilities insector, the procedure counting below in notes 13-21 shall be followed, otherwise skip they and continue at note 22.
- 11. WATER DEPARTMENT CLOSES LIPSTREAM AND DOMINISTREAM VALVES TO ISOLATE PORTION OF EXISTING WATER MAIN AFFECTED. IN GENERAL, ALL SUCH SALTDOWINS SKALL BE LIMITED TO THE KOLRS BETWEEN NIKE (9) AM AND THREE (3) PM, MONDAY TO FREDAY LIMITES OTHERWISE SPECIFIED LISEWHERE IN THE CONSTRUCTION DOCUMENTS.
- 14. THE EXISTING MPE WILL BE FILLY EXCAVATED AND THE EXCAVATION DEWATERED SO THAT NO SOL OR WATER IS WITHIN TWELVE RECRESS OF THE BOTTOM OF THE WATER MAN AT THE TEE-IN STIF FRUID TO INITIATION THE WORK.
- 15. THE PIPE SHALL BE BRUSHED CLEAN AND THE PIPE AND EXCAVATION TREATED WITH HYPOCHLORITE TO ASSIST WITH CONTAMINATION PREVENTION. (AWWA C651 STDS).
- 18. A SECTION IS CUT FROM THE EXISTING WATER MAIN. WATER DRAMING FROM THE EXISTING MAIN IS DIVERTED AND PLIMPED SO THAT NO BACKPLOW OCCURS.
- 17. A STITUNG OR PIPE SECTION IS INSTALLED (TYMCALLY A SLEEVE, PIPE SPOOL AND FILLER PIECE ARE INSERED): PIPE AND FITTINGS ARE INSCHLANCALLY RESTRUINED; PRIOR TO INSTALLATION ALL PITTINGS ARE SWARDED WITH CHADRANLED WATER. THE WATER ILS IN THE TRENCH SHALL BE BLOW THE TRENCH BOTTOM. NO EXTERNAL WATER IS ALLORED TO ENTER THE FIPE.
- 18. FITTING (S) OR THE (USUALLY WITH VALVE) IS CONNECTED TO THE NEW WATER MAIN BY MEANS OF NECESSARY FITTINGS.
- 19, VALVES ON EXISTING WATER MAIN ARE OPENED BY WATER DEPARIMENT AND WATER FLOWS (FROM EDGSTAND WATER MAIN TO NEW WATER WADL A VISUAL INSPECTION OF THE COMMEDITION IS MADE PRIOR TO BACKFILLING THE EXCAVATION TO INSURE THERE ARE NO IEAKS.

- 20. THE CONNECTION PROCESS IS REPEATED ON BOTH ENDS OF THE NEW WATER MAIN.
- 21. IF THE EXCENTING WATER WAIN IS YO REMAIN IN SERVICE, IT IS YO BE FLUCKED WITH POTABLE WATER UNTEL MORALL SYSTEM CHLORINE RESIDUAL IS OBTAINED, THE EXSTING WATER MAIN WILL NOT BE CHLORINATED IF IT IS TO BE ADAMONED OR RESIDUAD.
- 22. COUNTY TAKES WATER SAMPLES FOR TWO CONSECUTIVE DAYS AND HAS THEM ANALYZED FOR COULFORM COUNT TO INSURE WATER MEETS STANDARDS.
- 23. IF CUSTOMERS ARE SERVED FROM EXISTING POTABLE MAINS THAY ARE DEPRESSURGED. DURING INSTALLATION OF NEW MARS OR IF ANY OF THE BACTERIOLOGICAL SAMPLES ARE POSITIVE. THE AREA MALL BE BOCLATED, SLUG CALORINATION APPLED AND THE BOLL. WATER NOTICES CUSTORISTICE TO THE CUSTOMERS IN THE AFFECTED AREA. THE MAIN WATER NOTICES CUSTORISTICE TO THE CUSTOMERS IN THE AFFECTED AREA. THE MAIN WATER BUDING OFF MAIN AND SAMPLES RETAKEN. THIS PROCESS WILL BE REPEATED UNTLL PASSING SAMPLES ARE ACHIEVED.

SPILL NOTES:

ENERGENCY WASTEWATER SPILL, WATER MAIN, RECLAMED WATER MAIN BREAK PROCEDURES.

- 1. THE GRANGE COUNTY UTILITY DISPATCH OPERATOR SHALL BE NOTBRED IMMEDIATELY IN THE EVENT OF A FORCE MAIN, GRAVITY SEWER, WATER MAIN OR RECLAMED WATER MAIN BREAK OR DALAGE.
- 2.4.1. DAMAGE TO ORANGE COUNTY'S MAINS SHALL BE REPARED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. IF THE REPAR IS NOT MADE IN A TIMELY NO APPROVED MANNER, AS DETENDINED BY THE CRANGE COLMITY UTILITES INSPECTOR, DRANGE COUNTY MAY PERFORM THE REPARS AND THE CONTRACTOR WILL BE CHARGED FOR THE REPARTS.

3. GENERAL NOTES 1 THROUGH 8 ARE PART OF THESE EMRGENCY PROCEDURES, HOWEVER, ALL OTHER GENERAL NOTES APPLY.

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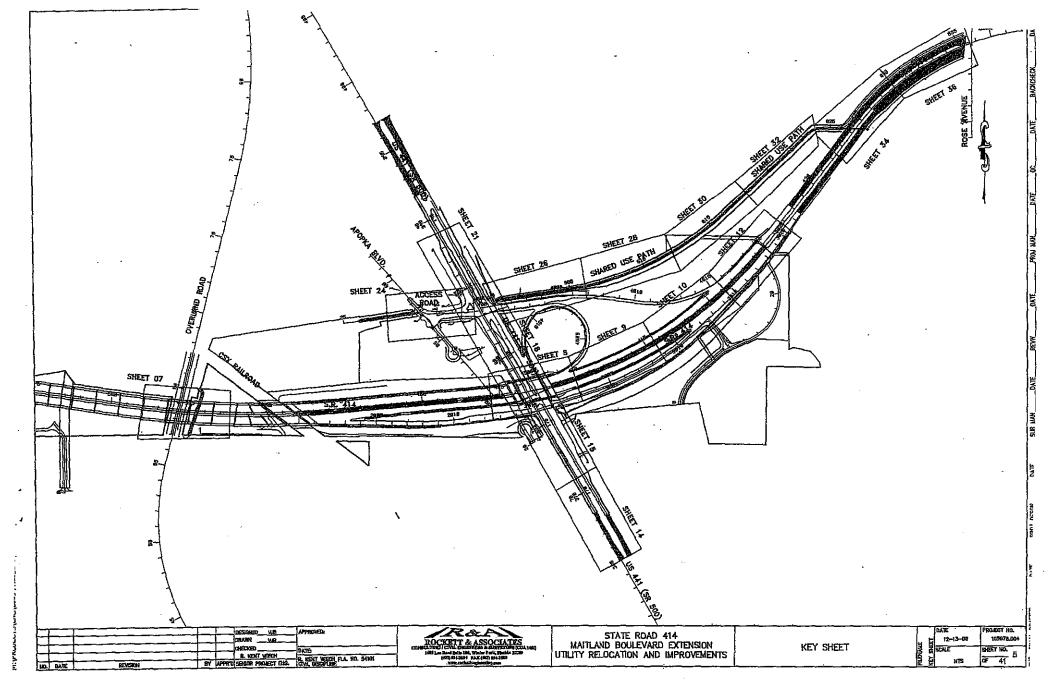
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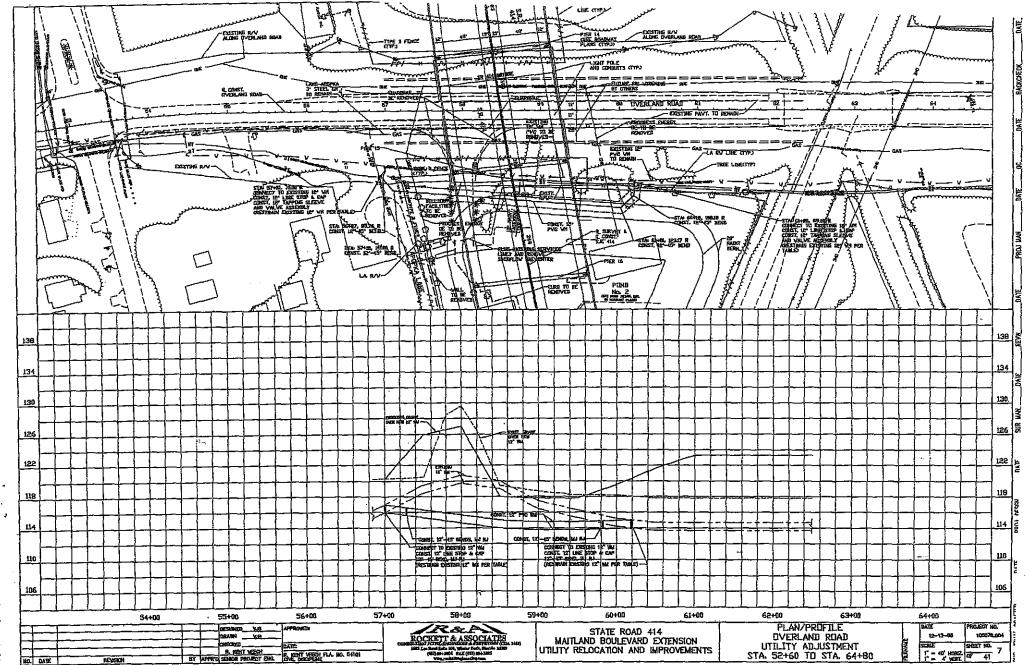
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verland Road,				508821.05	- 1563138,25	116.97	65	45_8END	1 382+15	116.45	510896,74	1553808,45	<u>, 98.18</u>
1	TAPPING SL	57+0G	69.83 70.41	508621.05	1563141.01	116.97	- 66	45_BEND	383+10 383+24	122.00	510854.74 510835.77	1583972.02	98.96
2	LINE STOP	57+00	73.68	508824.77	1563136.50	116.97	87	45_BEND	363+24	108.00	510832,49	1663977.75	99.08
3	GATE VALVE	57+00	85.76	508835.52	1583131.24	116,97	60		363+35	108.00	510830.52	1563987.18	99.06
4	45 BEND		101.00	506853.74	1563140.15	110.61	70	12 GATE VALVE	363+35	112.00	510834.05	1563069,02	99.08
5	45 BEND 45 BEND	60+01	123,17	508948.23	1563416.64	114.89	71	GATE VALVE	363+39	108.00	510828.52	1563980,65	99.05
<u> </u>	45 BEND	60+19	108,18	508938.16	1563437.36	115.00	72	90 BEND	387+37	111.81	510635.55	1564338.81	100.94
<u></u>	GATE VALVE	80+19	63.16	508923.64	1563441.80	115.00	73	VALVE	387+37	107.07	510531.96	1564336.74	100.94
	TAPPING SL	60+19	89.03	508919.72	1565443.03	115.00	74	TEE	387+37	102.00	510627.60	1564334.27	100.94
10	LINE STOP	60+16	86.78	608918.66	1563440.04	115.00	75	LINE STOP	367+34	102.05	510629.17	1584331.48	100.94
41 (SR 500)				[(SHARED USE I	ATH, 12" WM					
11	OARV_HEAD	374+42	153.91	511041.48	1583080.32	105.73	76	TEE	800+25	6.00	510837.98	1583990.94	99.59
12	OARV_VALVE	374+42	149.49	511044.99 511049.59	1563086.43	105.73	π	VALVE	800+25	2,50	510835.85	1563994.72	
13	726	374+42	143.85 144.23	511045.55	1563089.33	105.73	78	FHYD_HEAD	800+25	1.00	510834.14	1563997.75	98,69
14	TAPPING SL	374+47	144.45	611045.58	563092.25	105.73	79	22.5_8END	800+30	6.00	510842.38	1583993.35	98,59
15	LINE STOP/CAP	374+50	139.50	511051.59	1563091.78	105.73	80	22.5_BEN0	BC3+42	6.00	511148,90	1564044.47	112.00
16	VALVE	374+47	112.00	511075.41	1583105.48	105.65			803+50	6.00	511164,90	1564045.51	112.00
17	22.5 BEND	374+47	69.73	511112.22	1583128.24	87.54	82	VALVE	903+50 803+50		511153,65 511152,39	1564049.34 1564055.59	112.00
18	22,5 BEND	374+47	55.14	511132.90	1563138.31	39,19		GATE VALVE	803+23	4,38	511157.89	1564045.96	112.00
19	BD_BEND 45_BEND		46.00	611101.78	1565192.88	89.36	85	GATE VALVE	811+95	8.00	511955.88	1564299.57	107.78
21	45_BEND	375+20	58.00	511088.08	1583198.43	82.00	86	TEE	B12+00	6.00	511959.83	1564301.77	107.78
22	11.25 BEND	375+51	56.00	511072.82	1563223.42	82,00		VALVE	812+00	10.45	511981.89	1584297.98	107.78
23	11.25 BEND	375+76	61,50	611055.65	1583243.13	92.00		FHYD HEAD	812+00	14.03	511963.69	1564294,81	107.78
24 25	11.25 BEND OARV HEAD	378+29	54.25	510937.73	1583458.85 1563458.46	95,61	. 89	GATE VALVE	821+95	8.00	511955.BB	1564289.57	105,36
25	OARV_VALVE	378+29	51.00	510940,58	1583468.05	85.6t		TEE	822+00	6.60	511959.35	1564301.87	105.38
26	TEE	376+29	49.00	510941.30	1583471.21	35.61	91	VALVE	822+00	10.45	511961.51	1564298.05	105.36
27	45_BEND	378+31	49.00	510839.48	1563474.47	89.22	62	FHYD_HEAD	822+00	14.03	511983.20	1564284.00	105.36
28	45_6END	378+90	49.00	518912.51	1589622.24	69.22	53	22.5_8END	629+67	_4.80	512844.00	1565081.10	104,57
29	45_BEND 45 BEND	378+94	49.00	510810.48	1583525.80	96.00	5R 414 . 12" W	22.6_BEND	432+89	198.62	512881.71	1565077.25	104.48
31	45_BEND	383+00	62.00	510698.75	1583874.46	103.80	95	GATE VALVE	439+70	85.00	513024.89	1565075.34	104.37
	D, 16" FM							45_BEND	434+63	52.00	515210.00	1585072.95	104.24
32	TAPPING SL.	14+63	85.60	510419.68	1563814.45	115.23		GATE VALVE	435+00	62.00	519220,12	1565085.08	101.23
33	LINE STOP	14+65	98.15	610421.79	1563612.06	115.25		GATE VALVE	439+89	73.39	619574.28	1565389.03	105.65
34	VALVE	14+67	82.76	510423.90	1563817,54	115.23		TEE	439+94	73.33	61367B.07	1585391.54	103.65
35	45 BEND	15+07	61.00	510461.85	1583851,83	114.78	109	VALVE	439+94	75.59	513579.29	1585389.82	103,65
38	45 BEND	15+13	56.50	5104881.99	1563856.30	109.34	101	FHYD_HEAD	430+94	77.35	513580.24	1666388,14	103.65
.57	45_BEND	15+22	49.00	510478.18 510811.28	1583876.08	105.97	102	BLOFF VALVE	442+75	72,88	513810.42	1555517.16	103.32
38	16"x4" TEE	17+58	44.50	510611.08	1583880.43	105.97	103	CAP	442+80	72.68	513819,39	1585518.48	103,32
39	4" PLUG VALVE	18+62	44.14	510616.28	1563676.55	105.97	SR 414.8" GR	AVITY SEWER		124.00	512128.73		
40	16 PLUG VALVE	17+20	42.00	610673.58	1683881.62	104.50	104	MANHOLE	418+05	84,00	512413.08	1563758.75 1564055.99	87.55 85.30
42	45_8END	17+45	51.00	510598.75	1553874,48	105.60	. 106	MANHOLE	424+85	69.00	512805,13	1564291.79	83.57
44	49_06/40	60+28, B/L Apoka						MUNICICALE	424700		012000410	1204251.75	
43	CAP	Blvd.	11.00	510164.74	1584162.60	N/A							
		80+34, B/L Apoka		C		N/A							
_ 44	CAP	Blvd.	20.00	510129.20	1564147,17	- <u>~~</u>			. .			1	
	00), 4" FM		82.00	510809.42	1563992.83	108.52			ACTOR SHALL I			ED ON	
45	22.5 BEND	384+49	78,65	510429,89	1584318.92	111.05		AS-BU	ilt informatio	N SURVEYED	ON SITE.	1	
48	OARV_VALVE	368+20	81.28	510427.61	1684915,63	111.65		L					
47	DARV VALVE	388+20	68.30	510423.82	1584312.08	111.65							
40		356+25	78.65	510427, 19	1584321.70	111.71							
48	/ VAIV⊨ /												
48	VALVE	388+29	78.65	510424 82	1584325.89	111.78							
48 50 51				510424.82 510422.10	1584325.89 1564324.15	111.78							
50 51	LINE STOP	388+29 388+29	78.65 81.88	510422.10	1564324.15	111.78							
50 51 41 (SR 50 52	TEE LINE STOP 200, 16" WM TEE	388+29 388+29 371+50	78.65 81.88 113.75	510422.10 511418.13	1564324.15	B3.60							
50 51 41 (SR 58 52 53	TEE LINE STOP 20), 16" WM TEE LINE STOP	388+29 388+29 371+50 371+53	78.85 81.88 113.75 113.75	510422.10 511418.13 511418.32	1564324.15 1582958.03 1582980.78	111.78 83.60 83.50							
50 51 41 (SR 58 52 53 54	TEE LINE STOP 30), 15" WM TEE LINE STOP VALVE	388+29 388+29 371+60 371+53 371+53 371+55	78.85 81.88 113.75 113.75 113.75 117.73	510422.10 511418.13 511418.32 511421.48	1564324,15 1582958.03 1582980.78 1582980.00	111.78 BS.60 R3.50 B3.50							
50 51 41 (SR 58 52 53 54 54 55	TEE LINE STOP 30), 15" WM TEE LINE STOP VALVE 30_BEND	388+29 388+29 371+50 371+55 371+50 371+50	78.65 81.88 113.75 113.75 113.75 117.73 121.00	510422.10 511418.13 511418.32 511421.48 511423.38	1564324.15 1582958.03 1582960.78 1562960.00 15829851.01	111.78 83.60 83.50 83.50 83.50							
50 51 141 (SR 50 52 53 54 54 55 56	TEP LINE STOP 30), 16" W(M TEE LINE STOP VALVE 80 BEND 46, BEND	388+29 388+29 371+80 371+50 371+50 371+50 371+50 371+50	78.65 81.88 113.75 113.75 113.75 117.73 121.00 120.00	510422.10 511418.13 511418.32 511421.48 511423.38 511248.07	1564324,15 1582958.03 1582980.78 1582980.00 1582951.01 1582951.01	111.78 BS.60 R3.50 B3.50							
50 51 141 (SR 50 52 53 54 54 55 55 55 57	TEE LINE STOP 300, 16" WM TEE LINE STOP VALVE VALVE 80 BEND 46, BEND	388+29 388+29 371+50 371+53 371+50 371+50 275+07 375+82	78.65 81.88 113.75 113.75 117.73 120.00 120.00 94.48	510422.10 511418.13 511418.32 511421.48 511423.38 511423.38 511248.07 511248.07	1564324.15 1562958.03 1562960.00 1562960.00 1562961.01 15832271.55 1583290.97	111.78 83.60 83.50 83.50 83.50 83.50 83.65 83.65 68.73							
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50 51 52 53 54 55 55 55 55 57 58 57 58 57 58	TEE LINE STOP 30), 15° W/W TEE LINE STOP VALVE 80, 5END 46, 5END 46, 5END 46, 5END 46, 5END 46, 5END	388+29 388+29 371+50 371+50 371+50 371+50 371+50 371+50 375+07 375+07 375+07 375+07 375+07 375+07	78,65 81,88 113,75 113,75 113,75 117,73 122,00 122,00 94,48 94,00 108,51	510422.10 511418.13 511418.32 511421.48 511423.38 511423.38 511248.07 511248.07	1564324,15 1562363.03 1562360.00 1562360.00 1562361.01 15532271.55 1553260.97 15533262.47	111.78 83.50 83.50 83.50 93.550 95.65 98.79 97.97							
50 51 52 53 54 55 55 55 55 55 57 58 57 58 50 60	TEE LINE STOP 30), 15° WW TEE LINE STOP VALVE 80 DEND 46 DEND 46 DEND 46 DEND 46 DEND 46 DEND 46 DEND 46 DEND	388+29 388+29 371+60 371+50 371+50 371+50 371+50 371+50 371+50 371+50 375+70 375+70 376+70 376+70 376+70 376+70 376+70	78,65 81,88 113,75 113,75 113,75 122,00 120,00 94,48 94,00 108,51 107,20	510422.10 511418.13 511416.32 511421.48 511423.38 5112420.07 511218.45 5111218.45 5111128.85 5111172.38 5111072.58	1554324.15 1562958.03 1562960.78 1562960.00 1562861.01 1563271.55 1553280.97 1563382.47 1563382.24	111.78 83.60 83.50 83.50 95.65 96.65 96.79 87.97 87.97 88.60							
50 51 441 (SR 52 52 53 54 54 55 56 57 58 57 58 50 60 80 81	TEE LNE STOP 30, 15" WW TEE LNE STOP VALVE 80 BEND 45 BEND	388+29 388+29 371+60 371+50 371+50 371+50 371+50 371+50 371+50 371+50 375+70 375+70 376+70 376+70 376+70 376+70 376+70	78,65 81,88 113,75 113,75 113,75 117,73 122,00 122,00 94,48 94,00 108,51	510422.10 511418.13 511416.32 511421.48 511423.38 511224.07 511224.07 511218.45 511128.45 511172.38	1554324,15 1562358,03 1562360,78 1562360,00 1562361,01 1563221,55 1553221,55 1553262,47 1563362,24 1553372,51	111.78 B3.50 B3.50 B3.50 B5.65 B6.79 B7.97 B7.97 B3.00 B3.33				•			
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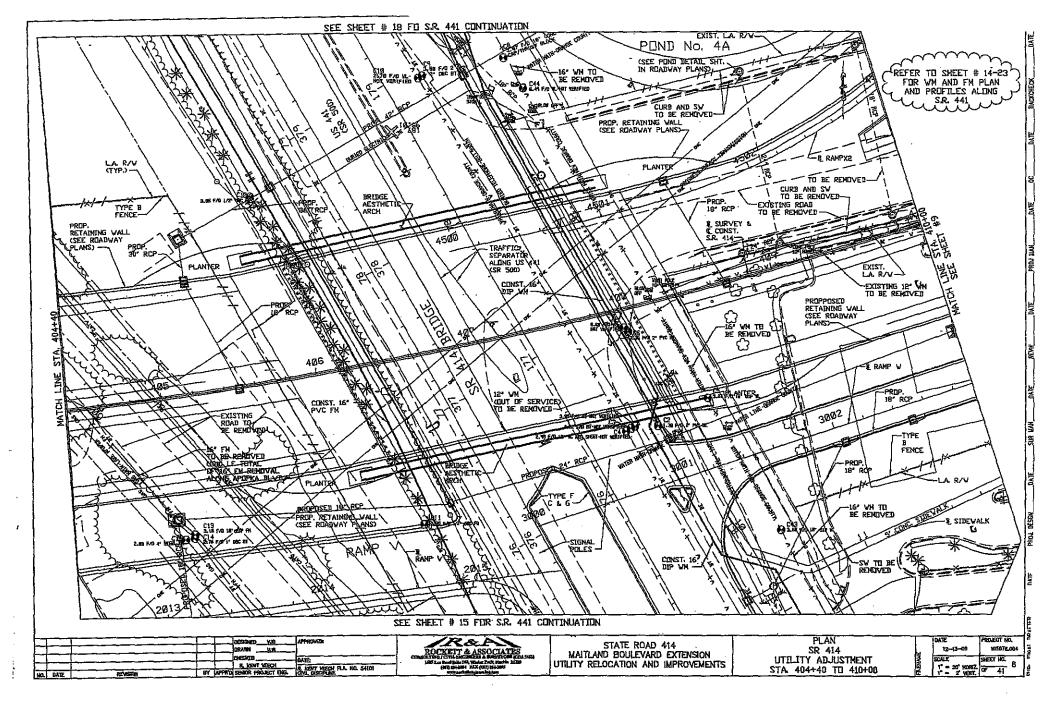
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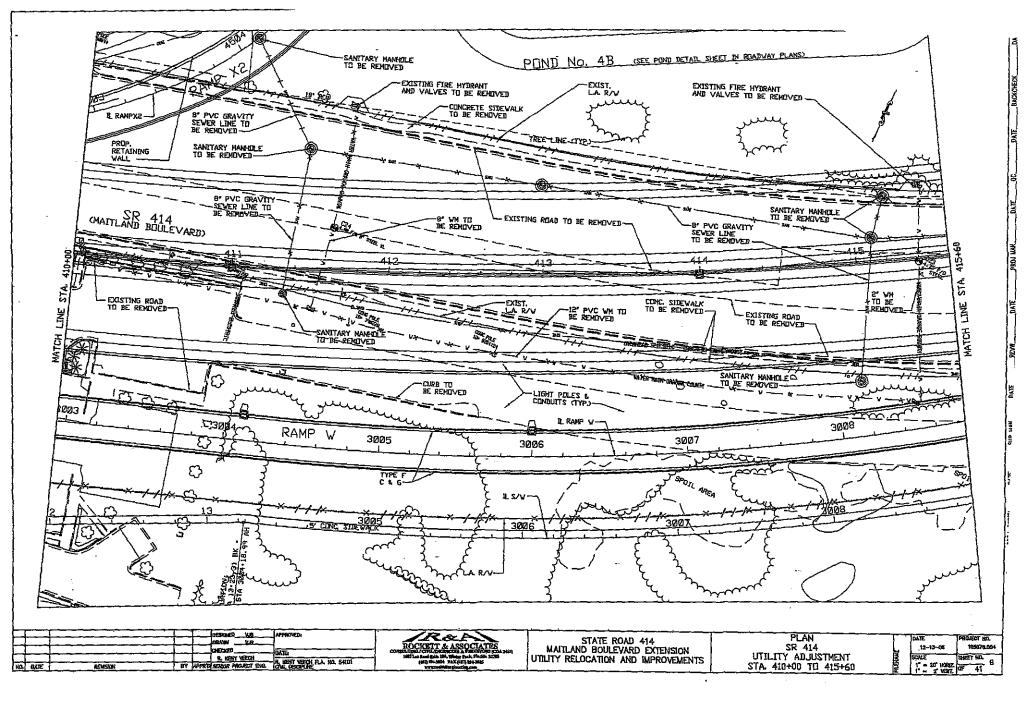
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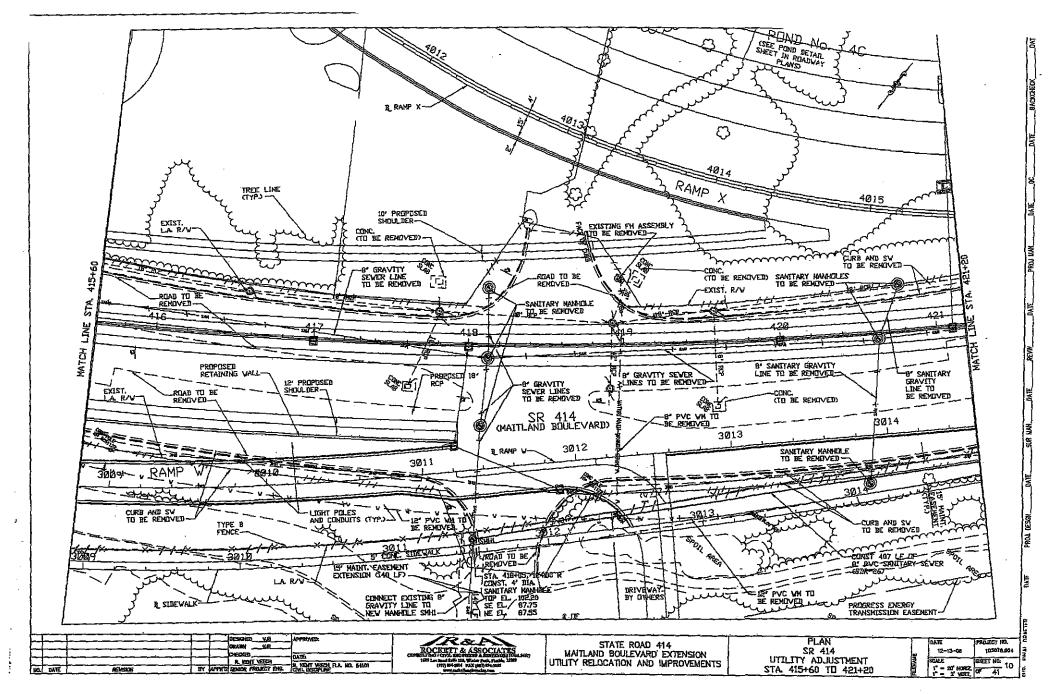


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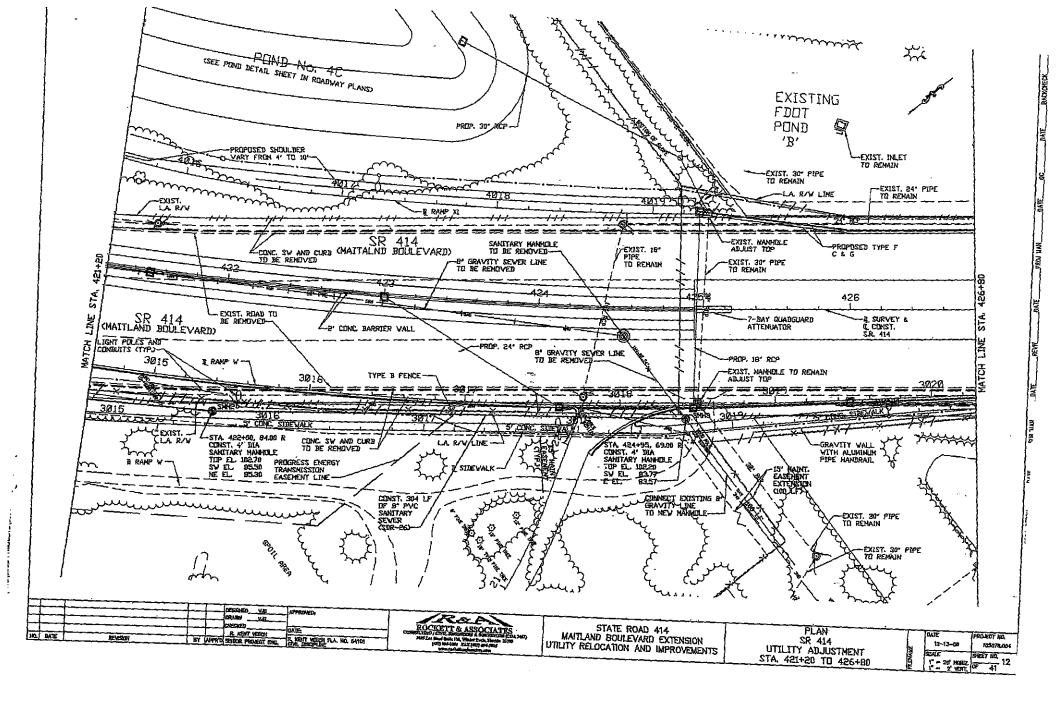


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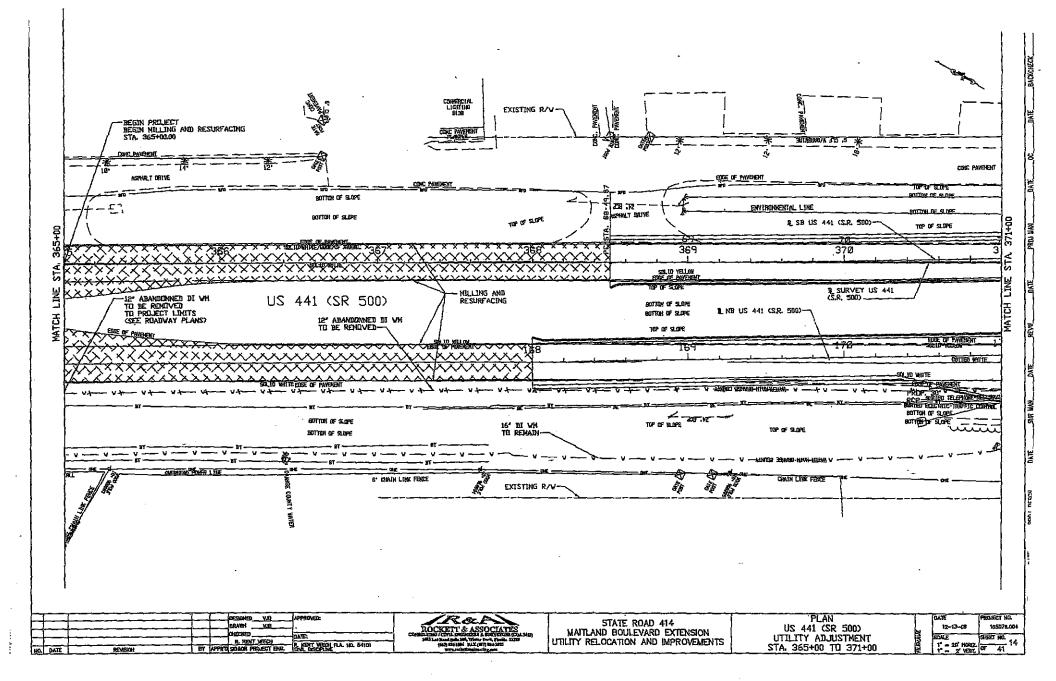
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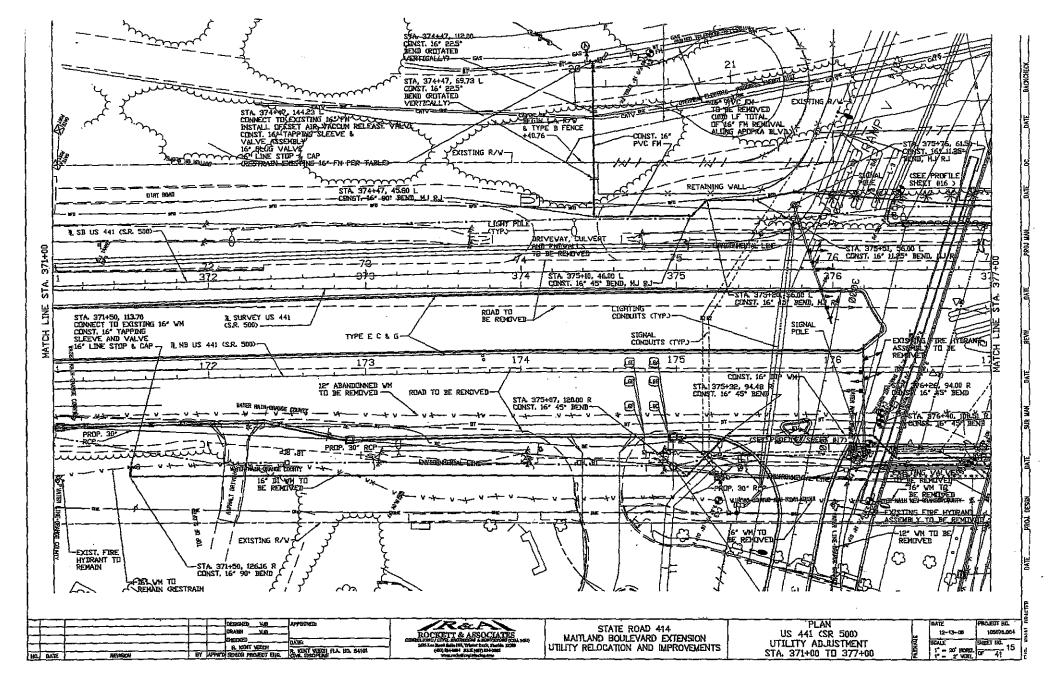


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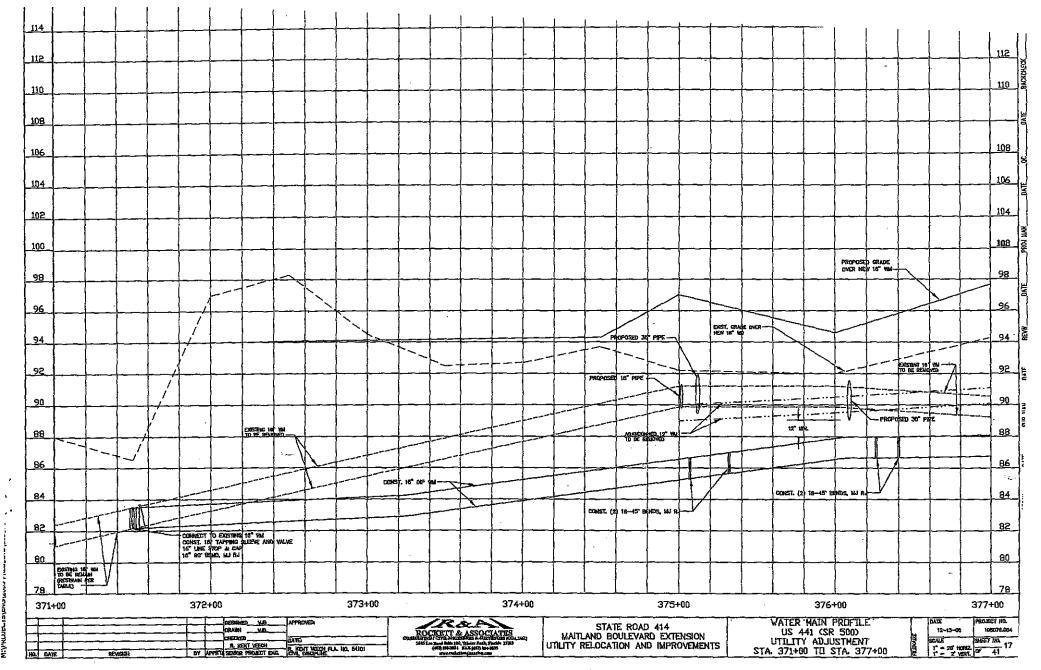
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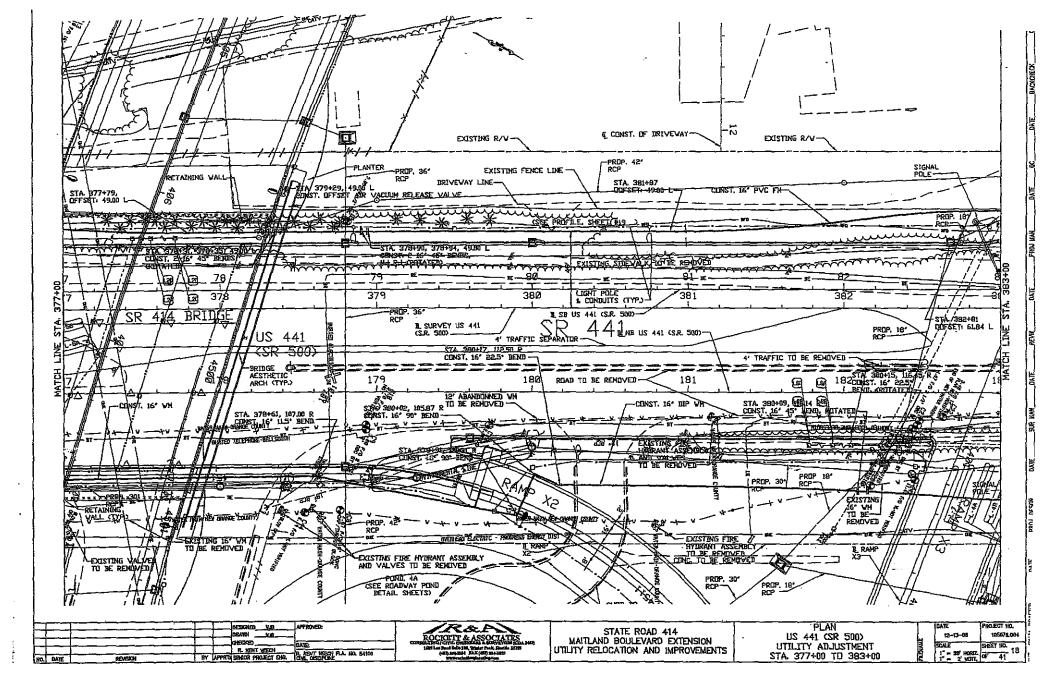
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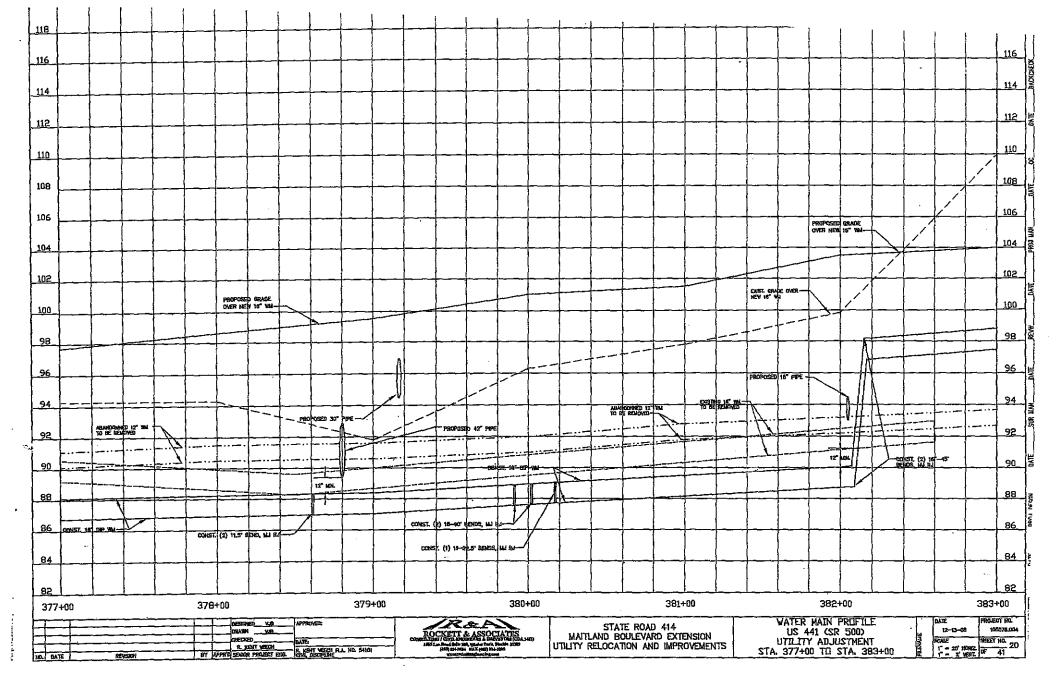
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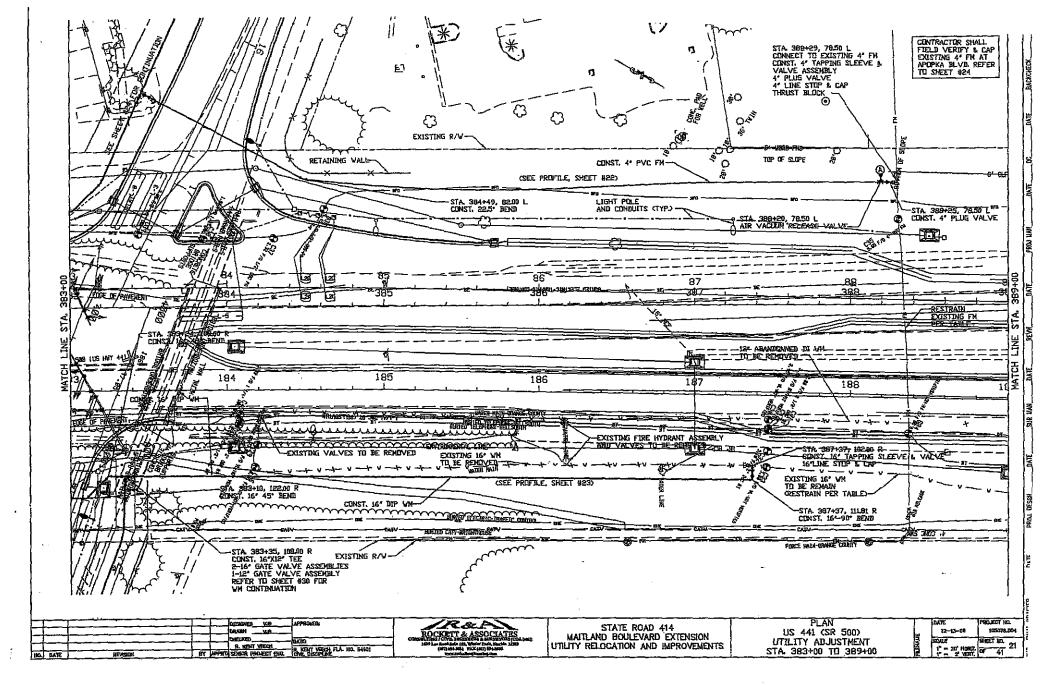
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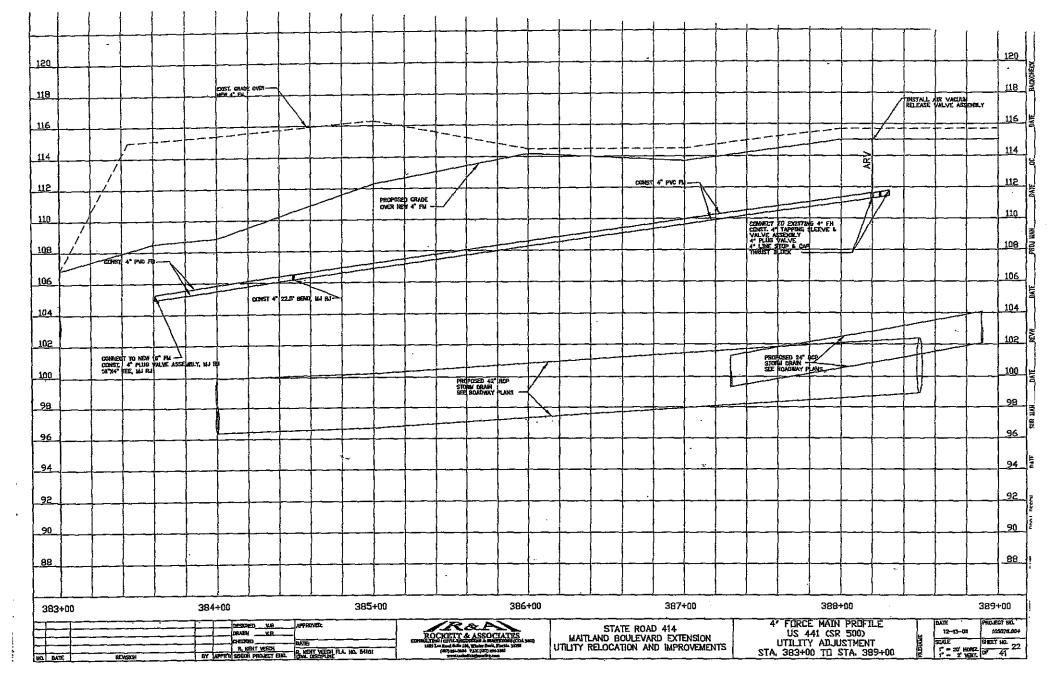


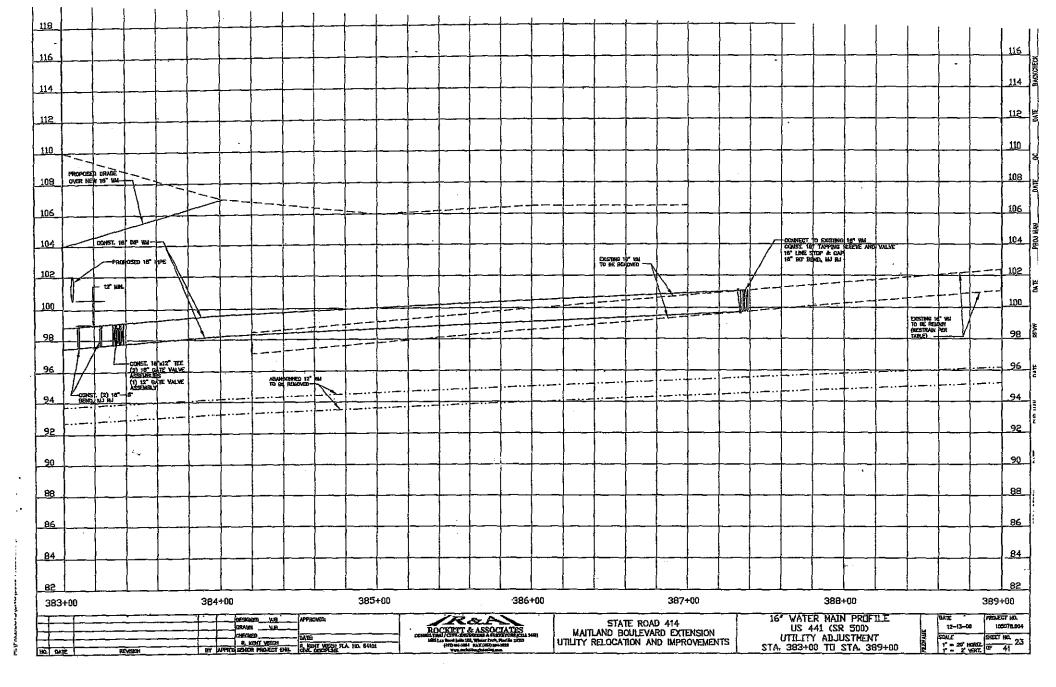
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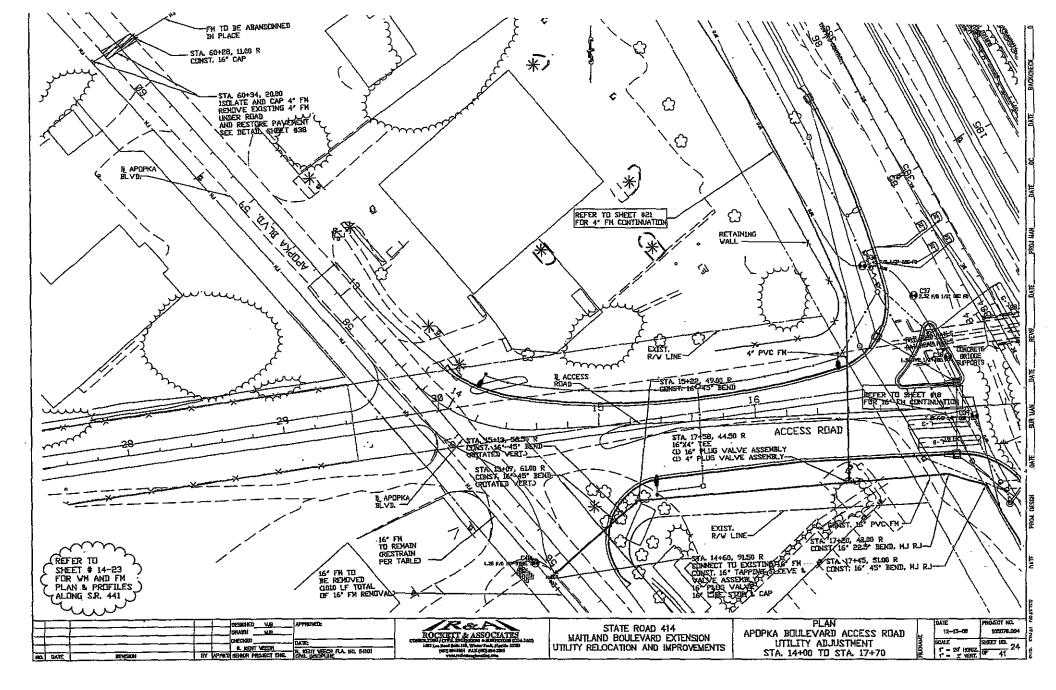
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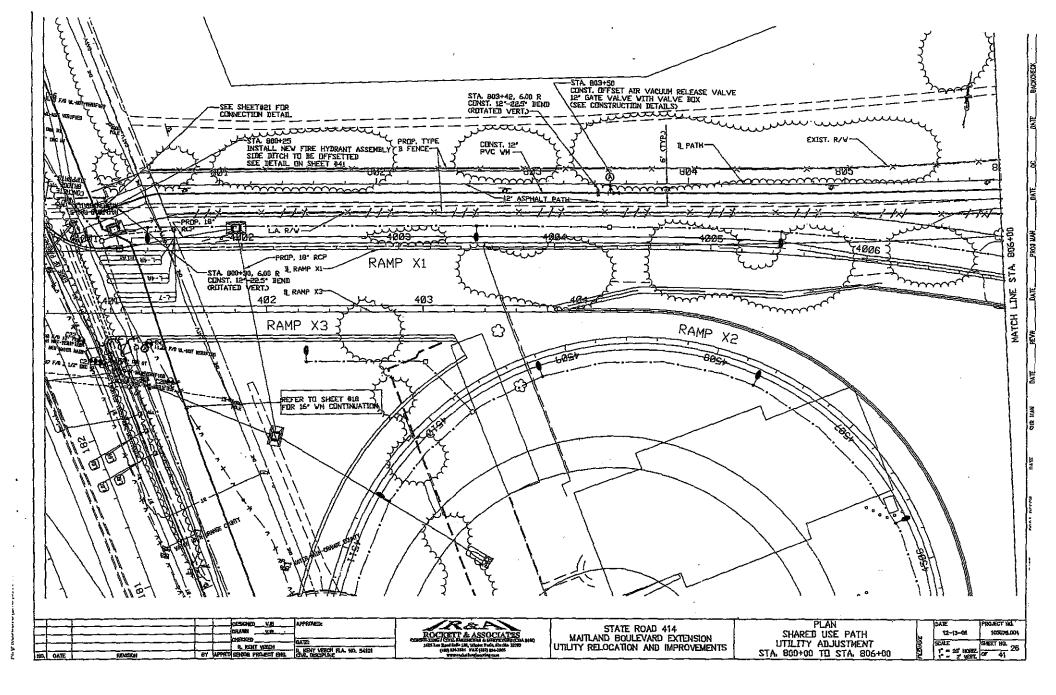


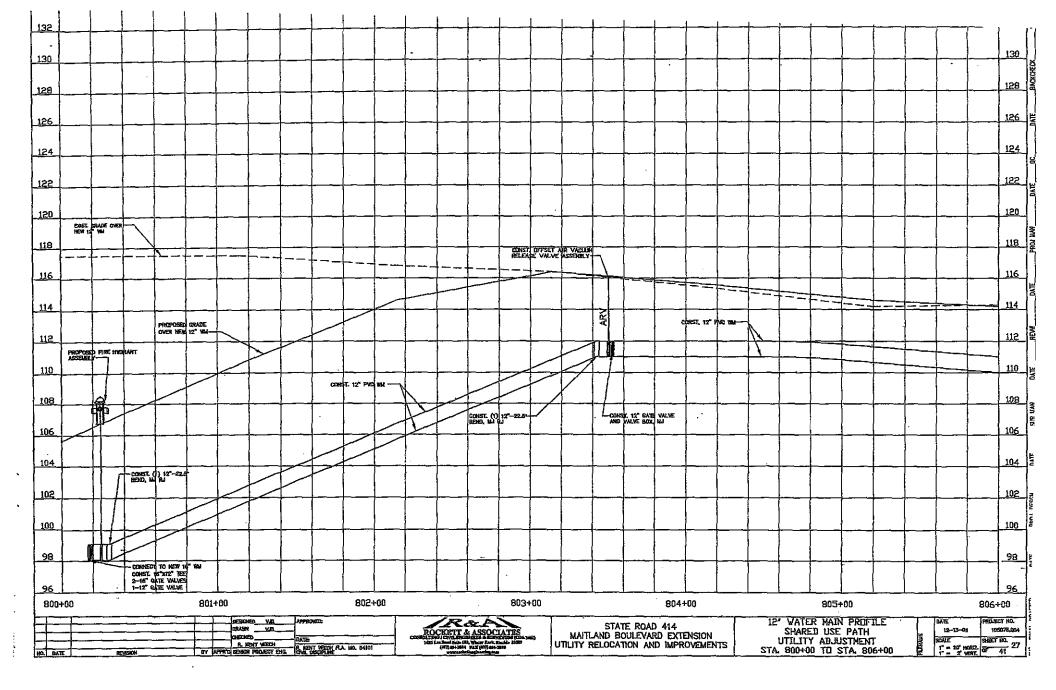
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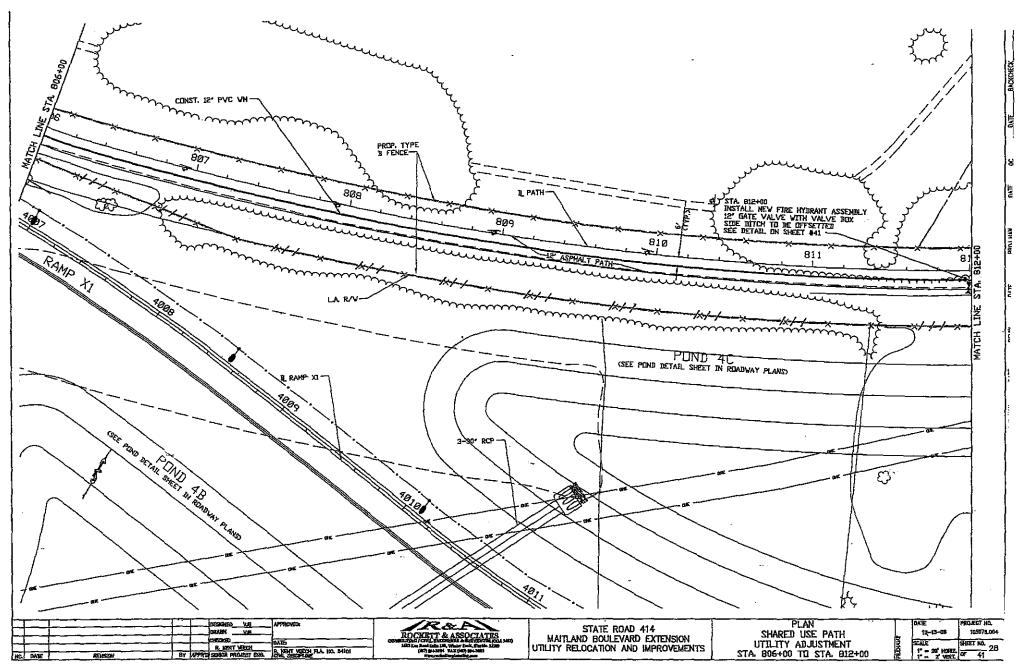
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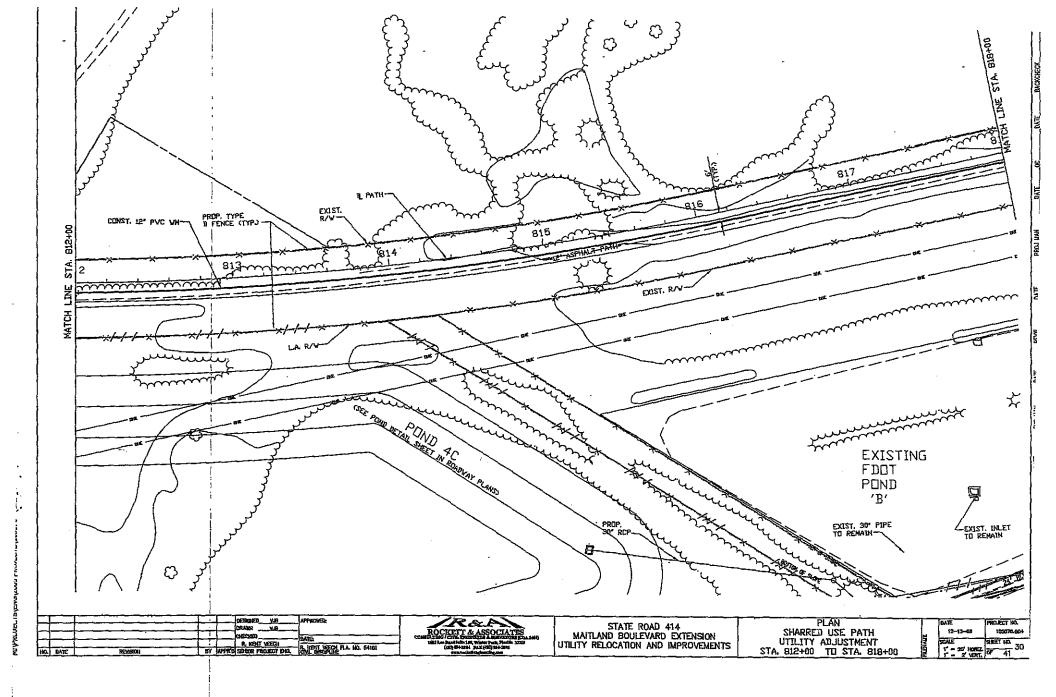
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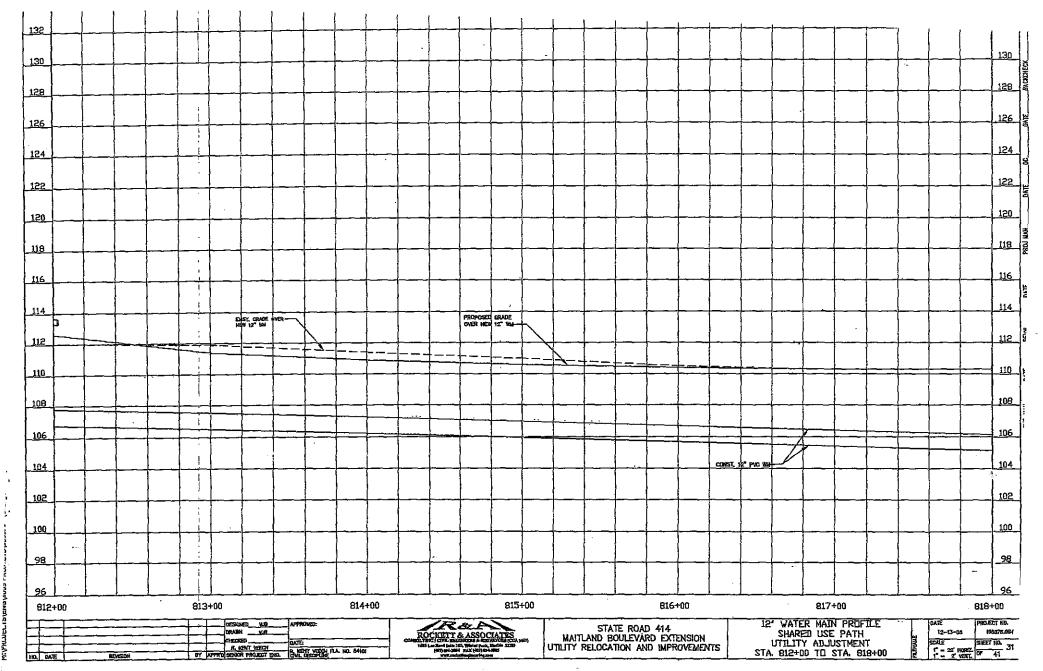


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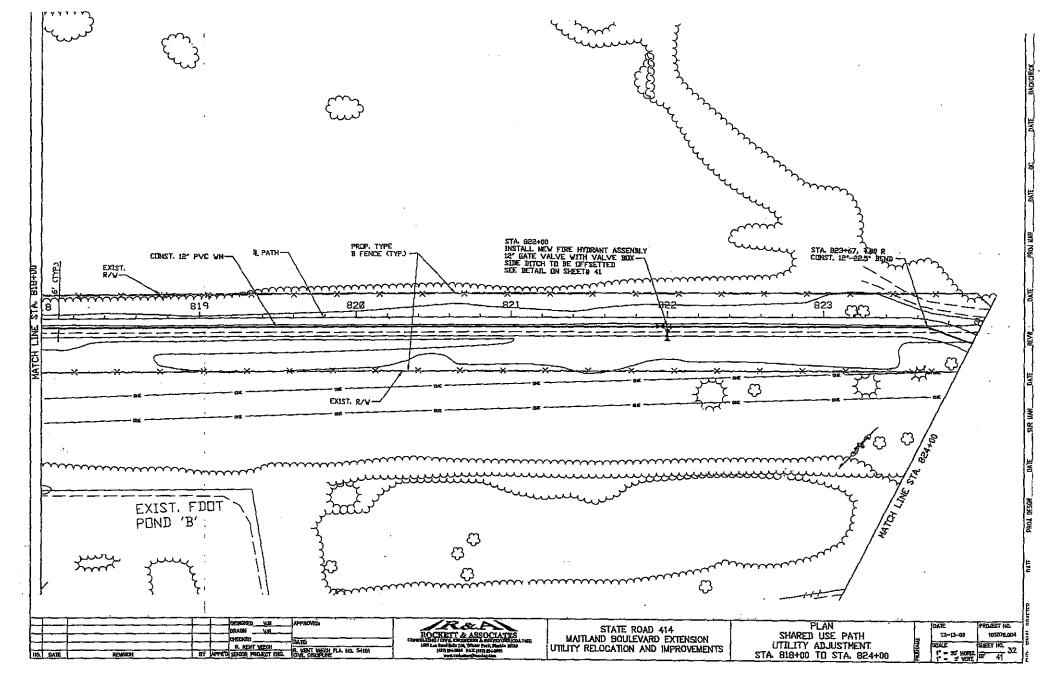


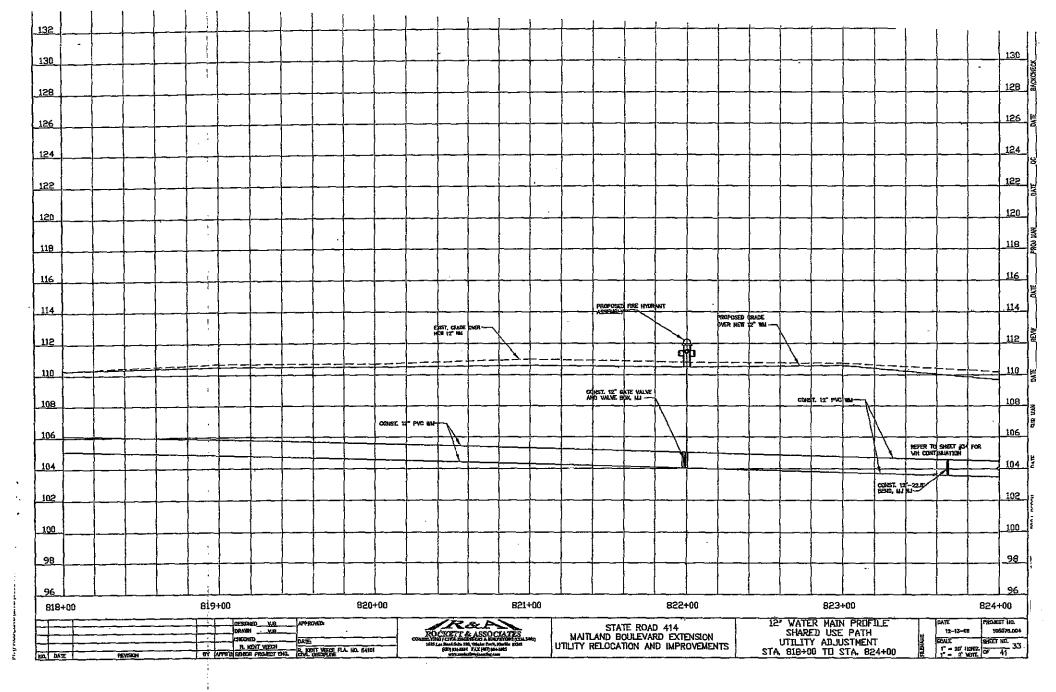


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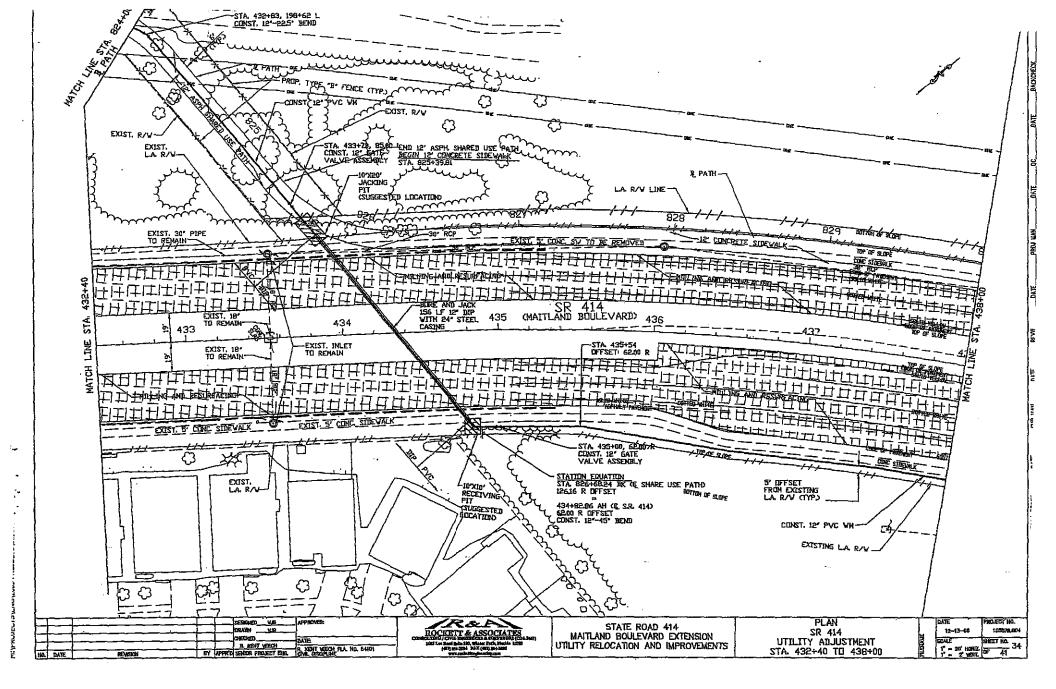
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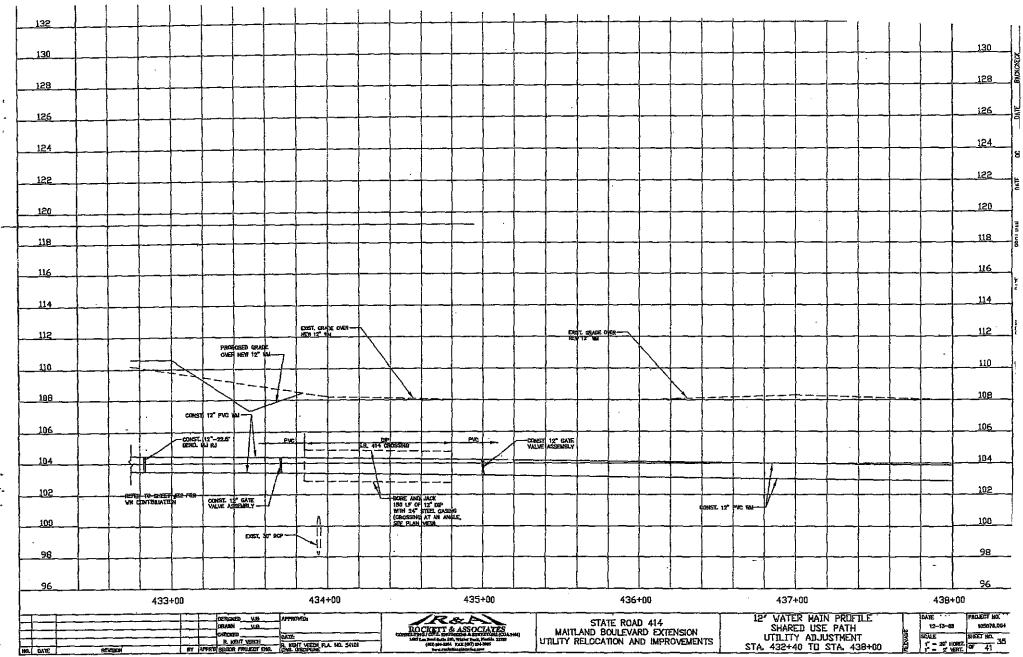
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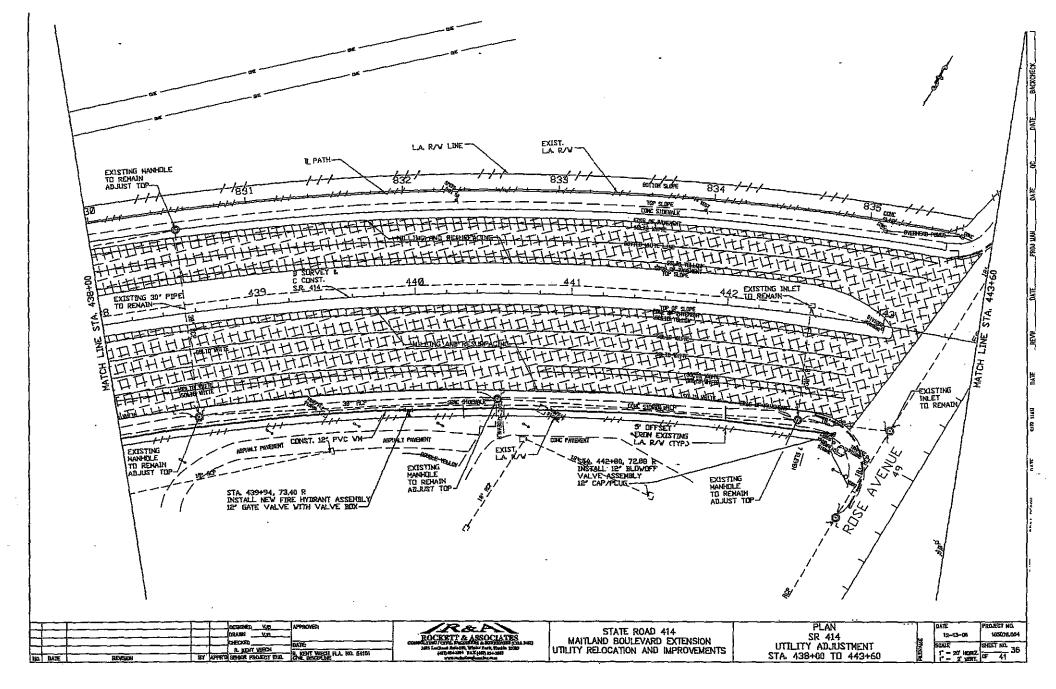


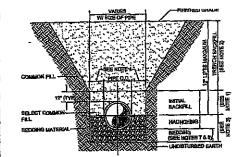


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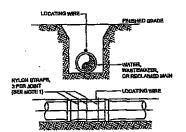


NOTES: 1. DETIAL BACKFUL: BELECT COMMON FLL COMPACTED TO BE % OF THE MAXIMUM DENSITY AS PER AACHTO T-180. 2. TRENCH BACKFULL COMMON FUL COMPACTED TO SS % OF THE MAXIMUM DENSITY AS PER

2. Полития ридная 3. Тутея, наконом имления, нас собяталь то боот но, вт лазаверате, 3. Тутея, наконом имления, нас собяталь за има за има са има в има са има са има са има са има са има са има са има са има са има са има са има са има са има са има са в имател вина, нот ве регимитер и трет текско изписа собята истото има са

6. А.L. рисстова ваблицата импанации назведилана то тиче сенествии от ние ниски.
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TYPE A BEDDING AND TRENCHING DETAIL (199. 101, parts August 1, 2000)

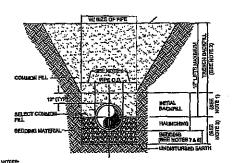


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NOTINE I. ALL PIPE BINLL RECURRE WIBLLATED LOCATING WHILE (ID GAUGE GILD COPPER) CAPABLE OF DETECTION BY A CASE & LOCATOR AND BINLL BE WARPED WITH IN ON BINAR BIN TOP CENTERS ME OF THE PIPE.

- JOH SCHLIMING WHEL SHALL TERMULATE INBIDE THE TEST STATION BOX AND SHALL EXTEND 12" ABOVE TOP OF COLLAR.

PIPE LOCATING WIRE DETAIL YO MILL ONTE ADDIET 1, 2000



NUTES: 1. ВНТИЛ, ВАСКРЕЦ, ЗЕЛЕСТ СОЛЬНОМ РЕЦ. СОМРАСТЕВ ТО ВБ % ОГ ТНЕ МАХНАЯ ОБАЗЛУ АЗ ГРЕГАНИИТО ТИВО. 2. УПЕКСИ БАСКРЕЦ.: СОЦИНОМ РЕЦ. СОМРАСТЕВ ТО ВБ % ОГ ТНЕ МАХНЫЙ ЦЕНИТУ АВ РЕР.

AABHTOT-180

АЛЕНТО Т-150. 1. ТҮТСГА ВОДИКЕ МАТЕКИА, ВНАЦ. ССИРОКИ ТО РООГИО, ОТ АЛЕЯРВАТК. 4. ТОГИАХ, (12' МАЦ, ГОЙ ЛРЕ ДАМЕТКИ LEGO ТИАХ 27' АКО 24' МАХ (12' МАЦ ГОЙ МРЕ САМЕТКА 24 АКО ГАЛСАН. 5. WATER ВИАЛ. НОТ ВИ РЕРОИТЕО И ТИЕ ТИКУКИ ОЦЕНА СОМКТИЧОТСА. 6. WATER ВИАЛ. НОТ ВИ РЕРОИТЕО И ТИЕ ТИКУКИ ОЦЕНА СОМКТИЧОТСА.

BEE PAVEMENT RESTORATION LIMITS

ISINEET 241

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- BANK CUT (TYP)

12" 177.

UTILITY PIPE

ROTH SPEER

EXCHT. GARE

FLOW.

- 7. BEDGING OZYTH BHINL SE 4" MINIMUM FOR PIPE CIALETER UP TO 12" AND INMINIMUM FOR

MATCH PORT.

BASE (SEE NOTE 1)

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EXIST. SUBGRADE

Notee: 1. Base relaciont shull be the base type of Material That Dosted at the time of Removal or as 1. ВАЗЕ МЕТАСОВИЕМ БИЛД ВЕТНЕ ВИАЕТ ТРЕСТ И МОТЕЧИ. ПОЧ САМИЛА И ПЕТЕШКИ И КОЛИКАТИКА. АРЕОДУБИТИ СОДИКТИ ВИДИЕ В ТНЕ ВИАРЕТ С АВРИАЛТО СОМСКЕТЕ ЗАВРИАТЕ ИЛГЕКИ. В КИЛА И ВЕТЕРАСЕД ИЛТІ 1-И ГТҮРЕ 3-1 АВРИАТ О КА АРИАЛТО СОМСКЕТЕ ЗАВРИАТЕ ИЛГЕКИ. В АЛГОНИТ ОПТИ ВИЛИ, ВЕ ВОЛИТ С КОВЕДИ. 3. ЗОТОВИЛИЕТ ВИЛИ ВЕ ВОЛИТИ СКОЛЕДИ. 4. АЛГОНИТ СОЛТ ВИЛИ, ВЕ ВОЛИТИ СТОЛТ.

EXINT BASE

UBGRADE GUT (SEE NOTE 3)

PAVEMENT RESTORATION DETAIL

TYPE B BEDDING AND TRENCHING DETAIL (AC AND) BOR ADDIST (, 2006)

HORIZONTAL & VERTICAL SEPARATION REGULATION

1

UTILITY	1 101	ABLE R (PW)		aimed R (RW)		NER (SS) Y & FM)	STORM	SEWER	ACCEPTABLE
-	HORIZ	VERT	HORIZ	VERT	HORIZ	VERT	HORIZ	VERT	VARIANCES
POTABLE WATER	-	-	3'	12"	6'	12"	3' [,]	12"	
RECLAIMED WATER	3'	12"	-	-	3'	12"	-	-	N/A
SANITARY	6'	12"	3'	12"	-	-	-	-	

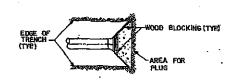
GENERAL NOTES: פאיפארא אסדפי. ד. דונד להצבי שופרויז פופיאראדונטת הבסוגרתפיציפארוז אם מפוסרונופט פין דספיי ויו דוצר העמוסא. אמאומידראלוסון הסכוס ביורגעד וווצופי מפראאראלוא המסגמופאראלים מאער איירא פוראנפא אפארא האפרסצופי ורצורד עאופא אינט משוואט פא האסרסצבל טודנורוץ ועופא.

2. FOR THE PURPOSE OF THIS TABLE, RECLAIMED WATER SMALL MEAN UNRESYRICTED PUBLIC ACCESS RELISE WATER AS DEFINED BY FAC. SAGIL OTHER TYPES OF RECLAMED WATER ARE CONSIDERED RAW BEWARE AND SEPARATION LISTED FOR BANKTARY GENER SHALL APPLY.

3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.

4. NO WATER FIPE BHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A BANTARY OR STORM WATER MANHOLE OR STRUCTURE.

MINIMUM HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS



USE 2' WIDE X 2' HIGH THRUST BLOCK

THRUST BLOCK DETAIL

THRUBT BLOCK NOTER:

1. THRUST BLOCK BEARING BIALL BE POURED AGAINST UNDSTURBED MAYERA, WHERE TRENCH WARL, INS BEEN DISTURBED, ORGANITE ALL LODGE MATERIA, AND EXTENT TO UNDISTUREED MATERIA.

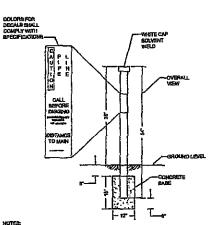
2. BYTEND THRUST BLOCK FULL LENGTH OF FITTINGS, PUT BOARD IN FRONT OF PLUB BEFORE POURING CONCRETE, JOINTS BHALL NOT BE COVERED BY THRUST BLOCK.

3. ROUGH BLOCKING FORMS SHALL BE USED ALONG BIDES OF THRUST BLOCKS.

4. THRUST BLOCKS BINLL BE USED IN CONSINATION, AS REQUIRED, TO SUIT THE RESCRIC FITTING ARRANGEMENT.

5. Altopolate designed regtraning by terms of ull be provided where standard thrust slocicity is not suitable and/or boil resistance bearing is less that

5. ALL WOOD BLOCKING SHALL BE PREASURE TREATED WITH PRESERVATIVE

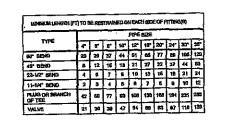


nutee. 1. utulty laan maakara shall be a' daameter sch. 20 pyle blie for water, green for waltevater, and pautore parale 2021 por secjarco water. 2. utulty laan laangers danlie be paceda a' the Ergo of the Rya. Along all drainage

LITLIT WARK MANDERS BIAUL BE PLACED AT THE EDGE OF THE RAW, ALLOWA ALL DAWN EAGEBORT (MARCH, 1) UTLIT MARK MANDERS BIAUL BE PLACED EVERY TIDD" AND AT ALL VALVEB (DOLEDT WATER VALUES INAR REF. HYDRAWTR) AND DRESTROWL CANADASE IN BUCK DARS MARKERS BIAUL BE PLACED AT MORPORT BETWEEN HYDRAWTR. A UTLIT'L WARKERS BEAULT NOT BE USED ACCORD RESERVED.

PIPE LINE MARKER DETAIL (FRA A113, SATE AUDIST L 2006)

DRAWE VER DATE ROMANN VER DATE ROMANN VER VERVER VE	R, KENT VERSI FLA. NO. SAUD			SCALE SHEET NO. 38
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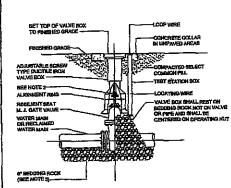


- NOTE: 1. FITTER OF BHULL SE REATRAINED JOURTS UNLESS DTHERMISE MORATED. 2. NOTAL FULLEBORT JOINTS WITH TOTAL LENGTH SQUAL TO OR GRAVIER THAN MORNIN IN THE TABLE. 3. WHERE TWO OR MORE FITTINGS ARE YOUGHT BET, USE FITTING WHECH YIELDS GRAVIET LEWITH OR REACH STITUNED (ME. 2. LUSE) VALUES AND TRACLOR RINK BETSH CALCULATED IN ADDORDANCE WITH THE A USE OF SUM THE ADDUCT OF THE STITUS FROM THAN THE OF ADDORDANCE WITH THE MORE THE SUM THE REACT STITUNED FROM THE OUTLIE FROM HEFE AD PUBLICHED BY OFFAL WITH THE FOLLOWING ASSUMPTIONS:

WORKING PRESSURE: 150 PBI BOL DESIGNATION: 304 (GAND BL) LAYING CONDITIONS: 3.

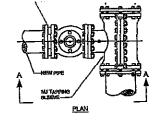
5. FOR LIDPE, EVO OR PEPE ENCASED IN POLYETHYLENE, INCREASE THE GIVEN VALUE BY A PACTOR OF 125.

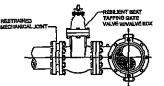
RESTRAINED PIPE TABLE WATER AND RECLAIMED WATER MAINS (MD. 104-1, MOLE ANDIN 1, 2000)



NOTES: 1. PUTALLATEDA 2. TEVEN AN ACTUATING SUIT BHALL BE EXTENDED TO BE WITH 3' OF FRISSED GRADE. 2. TEVEN AN ACTUATING SUIT BHALL BE EXTENDED TO BE WITH 3' OF FRISSED GRADE. 3. DECIDING BATERIAL SHALL CONFORM TO FOOT MC, A ADDREGATE. 4. WIRDE SHALL TEMMANTE BH TENTS TATION BOX. 5. REFER TO FRUME AN 1 FOR BETALLATORS AT A DEPTH OF 6' OR GREATER.

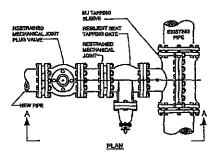
GATE VALVE AND BOX DETAIL (19. 1107, 0451 (1005) 1, 2001)

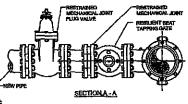




SECTION A - A

MJ TAPPING SLEEVE AND GATE VALVE ASSEMBLY FOR WATER AND RECLAIM WATER

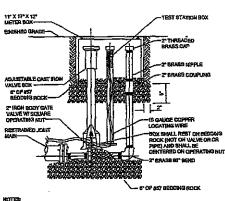




NOTE: 1. PLUG VALVES GREATER THAN 4" SHALL BE GEAR ACTIVATED.

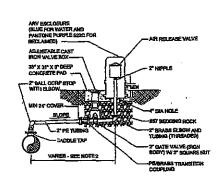
MJ TAPPING SLEEVE AND GATE VALVE WITH

PLUG VALVE FOR WASTEWATER 172 A121-2, ADE ALDES 1, 200



(A) LEZ " APPE AND PETTINGS BEAUL BETHREADED (NET) SRABS JOINTS. 2. ALTERNATE METHOD: INSTALL MANUFACTURED BLOW OFF ROUGE AS DEPUCTED IN APPENDIX O. WHEN LEDIS MANUFACTURED BOX IN LEU OF METER BOX, INDIA TEST ENTATION AND VALVE BOX TO GRADE AND WEITAL CONCRETE COLLAR.

STANDARD BLOW OFF VALVE DETAIL THE ADDI-L DOOL ALLOWST 1, 2000



BETWEEN HYDRANT BARREL AND CONCRETE APPROX 7.5 X 3.6 6" THEIC CONCRETE REINFORCED WITH FIBGRAIESH BHEAR PAD CONCRETE VALVE BOX 15108 - CHINE BITICWALK-1.5.1.4 CONCRETS. COMPACTED BACKFEL Ũ ANCHIDRING 188 DI ANCI IORING VALVE

EXPANSION FRIER MATERIAL

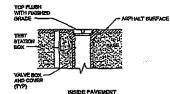
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NOTES: 1. CERITER OF THE FLANGE CONNECTION BHAN, SE & FROM THE TOP OF THE SUAR,

FIRE HYDRANT ASSEMBLY-SECONDARY BOADS (No. 4203, page states 1, 2006) 18" X 16" BOLIARE (ROUND OPTIONAL/CONCRETE OR POLYMER PAD TYP EACH HOITATED THET 900 VALVE BOX VALVE BOX AND COVER (TYP)-----.n VALVIE BOOLIND e COVER (SOLARE FOR RECLAMED WATER) er 10 BCX 2600 PS P TINCK 2500 P CONCRETE 14N OR 4" THICK POLYMER 14X 16* OUTSIDE PAVEMENT MATERIAL



NOTER 1. BRONZE IDENTIFICATION DESC BHALL BE REQUIRED FOR ALL VALVEB 15" AND LARGER LOCATED CUTSICE OF PAYSMENT. 2. LABEL TYPE AS WATER, SEWER CR RECLAMED WATER.

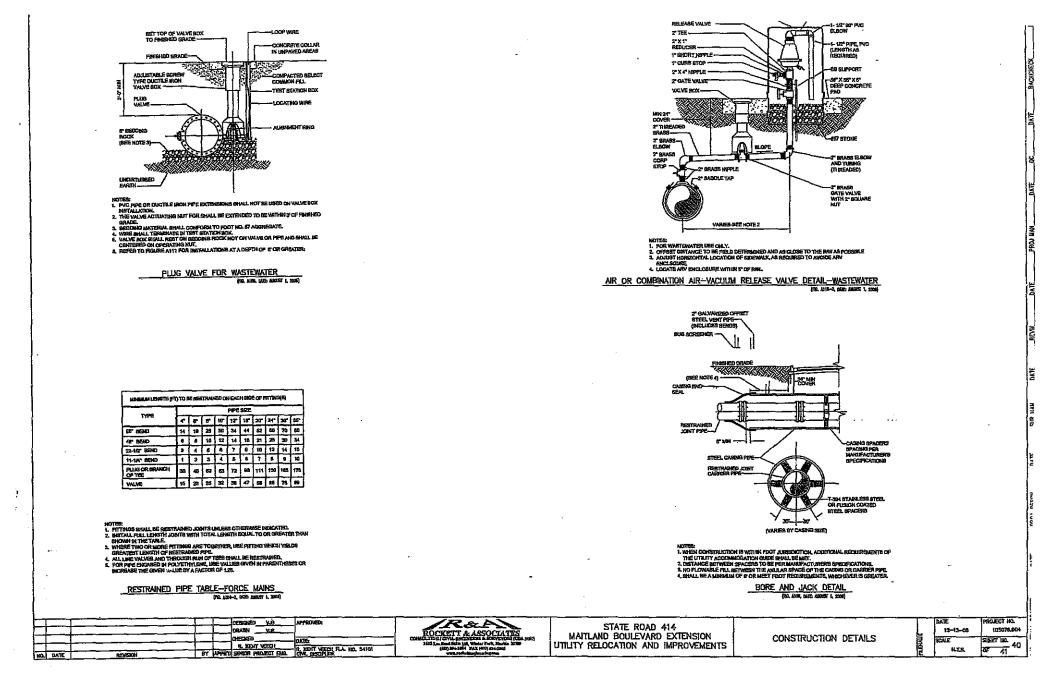
OFFSET AIR RELEASE VALVE ASSEMBLY WATER AND RECLAIMED WATER

Noi co: 1 for water or reclamed water use driv. 2. Offeet distance to be feeld offerwiked and an close to the RNV as possible. 3. Allust hermontal location of sourceast, as recuired to anoth arv

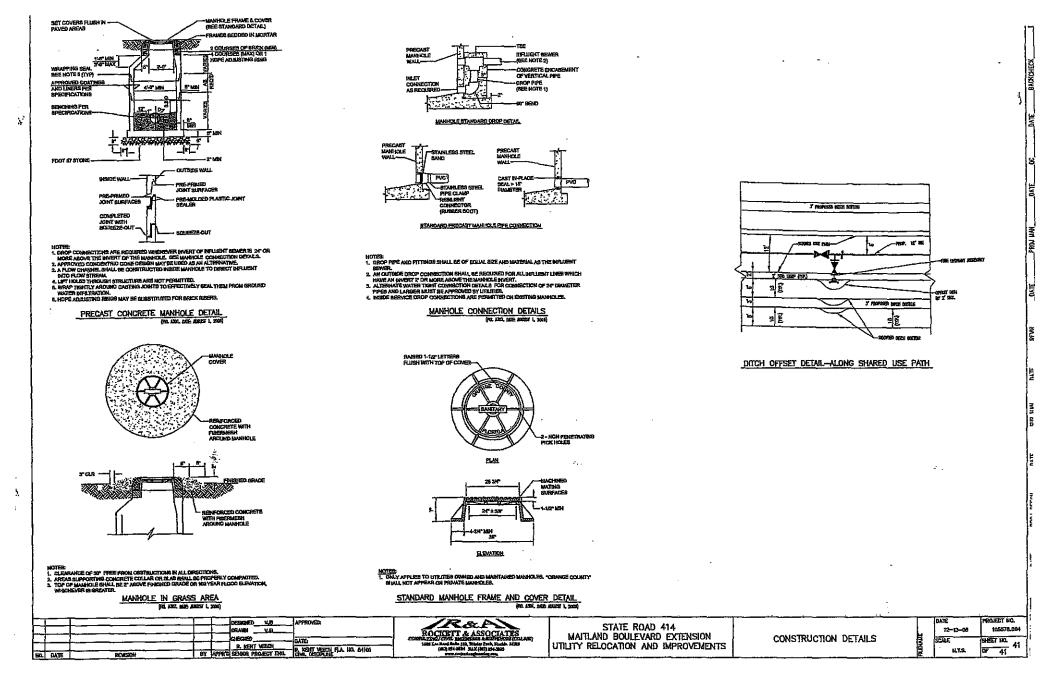
ENGLOSURE, 4. LOCATE ARV ENCLOSURE WITHIN'N & OF INV.

VALVE COLLAR DETAIL-WATER 190. Atta-1. Dillo Atta51 1. 2009 (HL MIZ, MAR AURIST L 2004

Deskardd v.g. Aprikovedu	IRAA			DATE	PROJECT IND.
} DRAWN	ROCKETT & ASSOCIATES	STATE ROAD 414	2	12-13-05	105076.004
	CONSULTERS / CIVIL INCOMING & INCOME/COA 346)	MAITLAND BOULEVARD EXTENSION	CONSTRUCTION DETAILS	Z SCALE	
B. KENT VERH	1015 Lee David India 183, Whater State, Statelan 2020 (407):054-2004 WAX (207) 054-2005	UTILITY RELOCATION AND IMPROVEMENTS			39
THO DATE REVISION BY AFFITU SCHOOL FROME THE REVISION FROM THE REVISION	and a second second second			문 비지, S.	or 41 5



11. Sec. 19. Sec.



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EXHIBIT "B"

Prepared By:

Robert F. Mallett, L.L.C. Broad and Cassel Bank of America Center P.O. Box 4961 Orlando, Florida 32802-4961

UTILITY EASEMENT

THIS UTILITY EASEMENT ("Easement Agreement") is made and entered into this day of ______, 2007 by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida ("Grantor"), whose mailing address is 525 South Magnolia Avenue, Orlando, Florida 32801 and ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida ("Grantee"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

Grant of Easement. For and in consideration of the payment of Ten and No/100 1. Dollars (\$10.00), the mutual covenants and agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, Grantor hereby grants unto Grantee a perpetual non-exclusive utility easement in, through, under and upon the easement area being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Easement Area"), for the purpose of construction, installation, operation, use, maintenance, repair and replacement from time to time of Grantee's water distribution and wastewater pipelines and appurtenant facilities ("Facilities"). Grantor hereby represents and warrants to Grantee that Grantor is lawfully seized of title, either in fee or easement, to the land encumbered by the Easement Area and has full power and authority to grant and convey this easement unto Grantee. Grantor expressly reserves the right to use the surface of the Easement Area or to grant the use thereof or easements therein to other Parties, provided that any such use and/or easement shall not materially interfere with Facilities, or Grantee's easement rights granted herein. Grantor further reserves the right, at Grantor's expense, to relocate and reconfigure the Easement Area and Facilities, provided that any such use and/or easement shall not materially interfere with the easement rights granted herein or the reasonable and effective use and operation of the Facilities.

2. Maintenance of Easement Area. Grantee shall cause the Easement Area and any improvements from time to time constructed in the Easement Area by Grantee, including, without limitation, the Facilities, to be maintained in good and workmanlike condition. Grantee shall, at its own expense, obtain or cause to be obtained all permits, licenses, approvals and consents necessary for any such maintenance, repair or other work in, upon, under, or over the Easement Area. Grantee shall not make any use of the Easement Area which would weaken, diminish or impair the lateral or subjacent support to the Grantor's property, or any appurtenant improvements now or hereafter located on the Grantor's property, including, without limitation, improvement appurtenant to the John Land Apopka Expressway (S.R. 414) project.

3. **Counterpart Execution.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

4. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Easement Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

5. Severability. This Easement Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

6. Entire Agreement; Modification and Waiver. This Easement Agreement constitutes the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantee and Grantor, (or their respective successors and/or assigns) which written document shall be recorded in the Public Records of Orange County, Florida. No failure of either party to exercise any power or to insist upon strict compliance with any obligation specified herein, an no custom, practice or course of dealing at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

7. **Binding Effect.** All of the terms of this Easement Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns, and legal representatives of the Parties hereto and shall inure to the benefit of and be enforceable by the Parties hereto and their respective successors, assigns and legal representatives.

8. Governing Law. This Easement Agreement shall be governed by and construed under the laws of the State of Florida.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the day and ear first above written.

WITNESSES:

Print: _____

"GRANTOR"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY,

a public corporation of the State of Florida

By: _____

Print:

Title: _____

Print: _____

APPROVED AS TO FORM AND LEGALITY FOR EXECUTION BY A SIGNATORY OF THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Legal Counsel: Broad and Cassel, Attorneys at Law

By:_____

Date:

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of ______, 2007 by ______ as _____ of the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, on behalf of the OOCEA. He/she is personally known to me or has produced ______ as identification.

> Notary Public, State of Florida (Notary Stamp Below)

"GRANTEE"

ORANGE COUNTY, FLORIDA, By: Board of County Commissioners

By:

Richard T. Crotty Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners

By: Deputy Clerk

Print: _____

Date: _____

EXHIBIT "C"

FDOT Utilization Permit

ORL1\REALEST\892008.7 12842/0429 JSR jsr 4/27/2007 3:06 PM

tressimone



Florida Department of Transportation

CHARLIE CRIST GOVERNOR

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Oviedo Maintenance 2400 Camp Road Oviedo, FL 32765 Telephone (407),977-6535 Fax (407) 977-6535

February 1, 2007

Mr. Andres Salcedo, P.E. - Chief Engineer Orange County Utilities Department 9150 Curry Ford Road Orlando, Florida 32825 STEPHANIE KOPELOUSOS INTERIM SECRETARY



Re: SR414-Maitland Boulevard Extension-Utility Relocation and Improvements Permit Nos. 06H593 0321 and 06H593 0323 – Sections 75020 and 75011002

Dear Mr. Salcedo:

Enclosed are Utility Work Schedules (4 sheets) that are being made a part of these permits by Addendum. Please attach a copy of these sheets to your permit packages.

Sincerely,

ims & Wood .

James E. Wood, Jr., P.E. Oviedo Maintenance Engineer

JEW:bm

Enclosures

Copy: Mr. L. A. Griffin - OOCEA

OOCEAutilityworkschedulesSR500&414

OGCER '97FEB 6 PM 3416

www.dot.state.fl.us

UTILITIES 1/25/2007

			Page 1 of 4			
Project Title: S.R. 414 Maitland E	Blvd, Extension	County Road Number				
State Road No: 414 & 500		City Road				
		Project No: 414-211				
UTILITY AGENCY/OWNER (UA	O): Orange County L	Itilities (UIHC BACKOUT SCHEDULE)				
A		of Utility Work and Execution				
NON-CONSTRUCTION	ESTIMATED ALENDAR DAYS	CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS			
Preliminary Material Procurement Right-of-way Acquisition Other Total	0 0 0 0 0	Prior to OOCEA Project Construction During OOCEA Project Construction Total	0 92 92 92			
County Expressway Authority, the adjustment, installation, and/or pro OOCEA preliminary construction p plans, as provided, may render this this utility may require additional da reponsible for events beyond the o could not be avoided by the UAO	This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA preliminary construction plans dated <u>June 2006</u> . Any deviation by the OOCEA or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not reponsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.					
During the project, the UAO shall I	ocate their facilities wi	thin 48 hours of notice to their				
Representative, Orange County U		Telephone Number, (407) 836-2777 .				
This UAO's Field Representative in	s <u>Bhanu Engineer,</u>	Telephone Number, <u>(407) 254-9716</u> .				
This document is a printout of an OOCEA form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changed reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."						
No changes to forms document. Appendix "Changes to Forms Document' is attached Number of Attachment Pages.						
Authorized Utility Agent:		Acceptance by OOCEA:				
(Signature) Andres Salcedo, PE (Printed Name) Chief Engineer (Title)	(Date)	(Signature) (Printed Name) (Title)	(Date)			

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UTILITIES 1/25/2007 Page 2 of 4

Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number
State Road No: 414 & 441	City Road
	Project No: 414-211
UTILITY AGENCY/OWNER (UAO): Orange County U	Itilities (UIHC BACKOUT SCHEDULE)
B. Special	Conditions / Constraints
Water Main	
Refer to the Technical Special Provisions	
In Addition:	
 a) Allow 10 days minimum for FDEP clearance. b) Complete Removal of Orange County existing utilitie S.R. 500 (US 441) per the limits shown the plans 	s along S.R. 414 (Maitland Boulevard) and
· · · ·	
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General Note:	
Total number of calendar days can be decreased by sir	nultaneously constructing water & sanitary
sewer facilities and/or by means of shift work.	
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UTILITIES 1/25/2007 Page 3 of 4

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Project Title: S.R. 414 Maitland Blvd. Extension	·	County Road	Number	
State Road No: 414 & 500		City Road		
		Project No: 4	14-211	
UTILITY AGENCY/OWNER (UAO): Orange Count C. Disposition of	ty Utilities (UIHC B	ACKOUT SCHED	ULE	t
	Facilities (List All E	xisting & Propos	sea) on Pro	Ject:
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUT IVE CALENDAR DAYS
<u>S.R. 500 (US 441):</u>				
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1640¥.F -16" C905 PVC WM	Construct	1,4	1	20
Tie-ins/Connect to existing	Construct	3	IB	3
<u>SHARED USE PATH:</u> STA. 800+30, 6.58 R TO STA. 826+68, 126.16 R 2713 LF -12" C900 PVC WM 142 LF - 24" STEEL CASING, BORE AND JACK UNDER S.R 414	Construct	1,4	11	30
Tie-ins/Connect to existing	Construct	3	11	6
<u>S.R. 414:</u> STA. 434+83, 62.00 R TO STA. 442+80, 72.88 R 762 LF -12'' C900 PVC WM	Construct	1,4	11	8
Tle-ins/Connect to existing	Construct	3	n	3
- - -			•	} }
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LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 2- Retention pond rough grading 3- Completion of proposed system			1	

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UTILITIES 1/25/2007 Page 4 of 4

Page 4 of 4						
Project Title: S.R. 414 Maltland Blvd. Extension		County Road	Number			
State Road No: 414 & 500		City Road				
		Project No: 4	14-211			
UTILITY AGENCY/OWNER (UAO): Orange Cou	inty Utilities (UIHC	BACKOUT SCH	EDULE)			
C. Disposition (of Facilities (List Al	Existing & Prop	oosed) on Pro	ject:		
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DÉSCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTI VE CALENDAR DAYS		
<u>S.R. 500 (US.441):</u>						
STA, 365+00, 82.69 R TO STA. 388+40, 78.50 L 2340 LF - 12" PVC WM	Remove	2	li	6		
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1500 LF -16" PVC WM	Remove	2	١V	4		
<u>S.R. 414:</u> STA. 415+06, 86.00 R TO 419+78 TO 110.60 R Remove 550 LF of 12" WM	Remove	2	111	6		
STA. 407+71, 26.75 R TO STA. 415+06, 86.00 R Remove 750 LF of 12" WM	Remove	2	IV, V	6		
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LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 4-Completion of temporary roadway 5-Completion of proposed system						
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PERMIT NO .:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION A LINE AND A DESCRIPTION OF THE REAL PROPERTY OF THE REAL PROPERTY OF THE REAL PROPERTY OF THE REAL PROPERTY OF

FORM 710-010-95 UTILITIES OGC - 08/04

UNTY Orange

Financial Project ID: If yes, Document Number:

		2501002-				
PERMIT NO .: D	H593 0323	Z 3 SECTION NO.:29,30 ST/			ATE ROAD 414	
	is proposed or underway.	······································	Yes	No No	Fir	
is this work related	to an approved Utility Work S	chedule?	Yes	No No	lfy	
PERMITTEE:	Orange County Utilities De	partment	<u>. </u>			

ADDRESS:	9150 Curry Ford Road	TELEPHONE NUMBER: (407) 254 - 9719				
CITY/STATE/ZIP:	Orlando, Fl 32825					
a above RERMITEE requests permission from the State of Florida Department of Transportation, bereinster called the FDOT to construct.						

The above PERMITTEE requests permission from the State of Florida Department of Transportation, nereinance operate and maintain the following: Construction of 710 linear feet of 8" gravity line with 3 sanitary sewer manholes to replace 2,175 linear feet gravity main, being removed, including 14 sanitary sewer manholes.

Construction of approx. 3482 linear feet of 12" PVC, along the proposed roadway Shared Use Path located North of SR 414, of which approx. 1,000 linear feet is located south of SR 414 and crossing SR 414 from sta. 433+60 to sta. 435+00.

FROM: SR 500 (US 441)	35,959 TO:P	Rose Avenue	MP36,655	
Submitted for the PERMITTEE by:	R. Kent Veech, P.E., Project Manager		Rout Jun	10/31/06
	Name and Title (Typed or Printed Legibly)	1	Signature	Date

The Permittee declares that prior to filing this application, the location of all existing utilities that it owns or has an interest in, both aerial and underground, 1. The Permittee declares that prior to ming the approximity in a solution, the location of a constraint of the plans and a letter of notification was malled on <u>October 4, 2006</u> _ to the following utilities known to be involved TIRE

	or potentially impacted in the area of the proposed installation.	ace areactica +13c	
2.	The local Maintenance or Resident Engineer, hereafter referred to	as the FDOT Engineer, shall be notified a minimum of t	iorty eight (48) hours in advance
	prior to starting work and again immediately upon completion of w	ork. The FDOT's Engineer is Juna Congran	_, located at 2400 Camp Road,
·	Oviedo F(32765	, Telephone Number (407) 977-6530	. The Permittee's employee
	responsible for MOT is	. Telephone Number	, (This name

may be provided at the time of the forty eight (48) hour advance-notice prior to starting work).

All work, materials, and equipment shall be subject to inspection and approval by the FDOT Engineer. 3.

- 4; All plans and installations shall conform to the requirements of the FDOT'S UAM in effect as of the date this permit is approved by FDOT, and shall be made a part of this permit. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- 5. This Permittee shall commence ectual construction in good faith within 30 all commence actual construction in good faith within 30 days after issuance of permit, and shall be completed within days after the permitted work has begun. If the baginning date is more than sixty (60) days from the date of permit approval, the Permittee 329 must review the permit with the FDOT Engineer to make sure no changes have occurred to the Transportation Facility that would affect the permitted construction.
- 6. The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
- It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall 7. not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
- 8. Pursuant to Section 337.403(1), Florida Statues, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by FDOT, be removed or relocated by such utility at its own expense except as provided in paragraphs (a) and (b), and except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements, and shall apply to all successors and assigns for the permitted facility. It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with the FDOT's construction work, the Permittee will
- 9. coordinate with the FDOT before proceeding and shall cooperate with the FDOT's contractor to arrange the sequence of work so as not to delay the work of the FDOT's contractor, defend any legal claims of the FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved
- schedule, and shall comply with all provisions of the law and the FDOT's current UAM. The Permittee shall not be responsible for delay beyond its control. In the case of non-compliance with the FDOT's requirements in effect as of the date this permit is approved, this permit is void and the facility will have to be 10. brought into compliance or removed from the RW at no cost to the FDOT, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- 11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save hamless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.
- 12. During construction, all safety regulations of the FDOT shall be observed and the Permittee must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal MUTCD, as amended for highways, the requirements of the Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative, when applicable, and the FDOT's Design Standards, indexes 600-670, and Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM. When a Utility deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references; the Utility must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.

13. Should the Permittee be desirous of keeping its utilities in place and out of service, the Permittee, by execution of this permit acknowledges its present and continuing ownership of its utilities located between N/A and

within the FDOT's RW as set forth above. Whenever the Permittee removes its facilities, it shall be at the Permittee's sole cost and expense. The Permittee, at its sole expense, shall promptly remove said out of service utilities whenever the FDOT determines said removal is in the public interest.

- In the event contaminated soli is encountered by the Utility or anyone within the permitted construction limits, the Utility shall immediately cease work and 14. notify the FDOT. The FDOT shall coordinate with the appropriate agencies and notify the Permittee of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate under Rule Chapters 62-770 and 62-730 Florida Administrative Code, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work.
- For any excavation, construction, maintenance, or support activities performed by or on behalf of the FDOT, within its R/W, the Permittee may be required by 15. the FDOT or its agents to perform the following activities with respect to a Permittee's facilities: physically expose or direct exposure of underground facilities,

		•							
·			ARTMENT OF TRANSPORTATION		FC	0RM 710-010-85 UTILITIES OGC 08/04			
16. i	Pursuant to Se	ecessary support to facilities and/or cover aerial facilities action 337.401(2), Fiorida Statutes, the permit shall requi DOT may initiate injunctive proceedings as provided in s. iterato	e the permit holder to be respons	ible for damage resulting s subsection or any rule	g from the iss or order issue	uance of the ed or entered			
17. i	Pursuant to S installation, in restore the roa	ection 337,402, Florida Statutes, when any public road spection, or repair of a utility located on such road or pu ad or publicly owned rail corridor to its original condition	blicly owned rail corridor, the ow before such damage. If the owr	ner of the utility shall, at	; his or her o	wa expense,			
18.	authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404. 8. The Permittee shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act. 9. Special FDOT instructions: <u>None</u>								
-		*							
-		SEE ATTACHED							
-									
		d and agreed that commencement by the Permittee is a	cknowledgment and acceptance	of the binding nature of r	all the above	listed permit			
		I special instructions, permit acknowledges responsibility to comply with Section	n 110 07(2) Electric Statutas and	HAM Chapter 4.5.2 regi	arding Exem	t Documents			
20.1	and Security S	System Plans Requests.	IT TIS. 01(5), FIGNUA Statutes, and	OMM Unapter 4.0.2, 1898	aroing cherrip	2 Documents			
21.	By the below s	signature, the Permittee hereby represents that no chang	e to the FDOT's standard Utility P	emit form, as incorpora	ted by refere	nce into Rule			
	14-46.001, foi appropriate bo	this Utility Permit has been made which has not been ox below) by a separate attached written document showi	previously called to the attention	n of the FDOT (and sig	nified to by DOT Engine	checking the			
	attachments r	effecting change/s to the standard form? ZNO [] YES	if Yes. bages are atta	ched.		er. Ale there			
· ·		<i></i>		•					
PERI	MITTEE	Andres Salcedo, P.E., Chief Engineer	SIGNATURE TOTOTES	Salcedo	DATE:	11-1-06			
		Name & Title of Authorized Permittee or Agent (Typed or Printed Egibly)	()		100115	·			
APP	ROVED BY:	James & Worki K.			ISSUE DATE: 30	JANO7			
		JAMES E. WOOD, JR, P. Elistrict Maintenance	Engineer or Designee						
	,			6 6 110 B 4 5 B 4 7	E MOTYCKA				
		UTILITY PERMIT FINAL	INSPECTION CERTIFICATI	ON CONTRACTS/F	ERMISEN	GINEER			
DATE	5:			·····					
DATE	DATE WORK STARTED:								
DATE	E WORK CON	APLETED:							
INSP	ECTED BY:								
		(Permittee or Agent)							
CHAN	IGE APPROV	/ED BY:			DATE:				
	<u></u>	District Maintenance Engineer	or Designee		·				
L		······································							

I the undersigned Permittee do hereby CERTIFY that the utility construction approved by the above numbered permit was inspected and installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current UAM. All plan changes have been approved by the FDOT's Engineer and are attached to this permit. I also certify that the work area has been left in as good or better condition than when the work was begun.

PERMITTEE;	SIGNATURE:	DATE:	,
Name & Title of Authorized Permittee or Agent			
(Typed or Printed Legibly)	· · · · · · · · · · · · · · · · · · ·	·····	

CC: District Permit Office Permittee

SR 414-Maitland Blvd. Extension, Utility Relocation and Improvements

1)

List of utilities known to be involved or potentially impacted in the area of the proposed installation:

Orange County Utilities City of Winter Park Progress Energy FPL Fibernet Seminole County Finance People's Gas Orlando Adelphia Cable Communications Bellsouth Telecommunications Bright House Networks City of Apopka (Water/Sewer) OUC (Electric & Water) Qwest Communications Seminole County-Public Works Seminole County W/S Sprint-Florida, Inc. Lake Apopka Natural Gas Progress Energy-Transmission OOCEA-PBS&J

THIS PERMIT AND ATTACHEMENTS SHALL BE AT THE JOB SITE AT ALL TIMES OF CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY

APPLICABLE REQUIREMENTS SHOWN BELOW ARE PART OF THE PERMIT.

For work located within areas of FDOT Right-of-Way having FDOT maintained Roadway Lighting Systems and/or lighted roadway signs, the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, for utility locations three (3) business days prior to construction.

Where FDOT signs, reflectors or other components thereof, will interfere with construction the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, (or the office the local FDOT. Construction Resident Engineer, if applicable), 48 hours in advance of starting work. All signs, reflectors, etc. will be moved or relocated by FDOT forces or the Permittee if so directed by FDOT. Any signs, reflectors, etc. damaged, destroyed, removed or relocated without FDOT authorization will be replaced or relocated as directed by FDOT at the expense of the Permittee.

Notify Sunshine One Call, (800) 432-4770, for utility locations in advance of excavations.

FLORIDA STATUTE 553.851 REQUIRES PERMITTEE TO NOTIFY THE LOCAL GAS UTILITY A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION:

Florida Public Utilities Florida Gas Transmission Lake Apopka Natural Gas District Teco Peoples Gas

(386) 668-2600 (407) 351-3549 (352) 394-3480 (407) 425-4662

NO LANE CLOSURES

ANY DEVEATIONS FROM THE PERMIT TRAFFIC CONTROL PLAN MUST BE APPROVED PRIOR TO CLOSING ANY LANES. TRAFFIC CONTROL SETUPS MUST BE SUPERVISED BY CERTIFIED PERSONNEL.

The Permittee is responsible for insuring that each person supervising the selection, placement and maintenance of Traffic Control Devices within work zones shall be certified by attending a FDOT approved MOT Training Course. A copy of this certification shall be submitted to FDOT upon request.

Upon notification by the FDOT of deficiencies in the Traffic Control Plan or other matters involving traffic safety, the Permittee shall immediately make improvements as directed by FDOT. Should FDOT deem conditions to be such that imminent danger is present, all work shall cease immediately until conditions are corrected.

Florida Statute 335.15 requires Permittee to notify local law enforcement agencies when one or more traveling lanes will be closed for more than two (2) hours.

Notify Metro Orlando North Maintenance, (407) 977-6530, at least 48 hours prior to starting construction or lane closures within FDOT Right-of-Way.

All disturbed areas shall be sodded in accordance with Section 575 of the FDOT Standard Specification for Road and Bridge Construction and FDOT Index 105 of the Roadway and Traffic Design Standards (latest editions).

Permittee shall furnish compaction and density test reports by a certified laboratory in accordance with FDOT requirements.

NOTICE

THE APPROVED PERMIT AND PLANS MUST BE ON THE JOBSITE BEFORE THE CONTRACTOR WILL BE ALLOWED TO WORK WITHIN THE DOT R/W, BE IT DRIVEWAY, DRAINAGE OR UTILITY IMPROVEMENTS.

THE D.O.T. INSPECTION STAFF WILL NOT ALLOW ANY WORK TO BEGIN OR CONTINUE IF ALL ACTUAL D.O.T. PERMITS ARE NOT ON SITE.

Tressimone



Florida Department of Transportation

CHARLIE CRIST GOVERNOR

Oviedo Maintenance 2400 Camp Road Oviedo, FL 32765 Telephone (407) 977-6535 Fax (407) 977-6535

February 1, 2007

Mr. Andres Salcedo, P.E. - Chief Engineer Orange County Utilities Department 9150 Curry Ford Road Orlando, Florida 32825 STEPHANIE KOPELOUSOS INTERIM SECRETARY



Re: SR414-Maitland Boulevard Extension-Utility Relocation and Improvements Permit Nos. 06H593 0321 and 06H593 0323 – Sections 75020 and 75011002

Dear Mr. Salcedo:

Enclosed are Utility Work Schedules (4 sheets) that are being made a part of these permits by Addendum. Please attach a copy of these sheets to your permit packages.

Sincerely,

im & Wird

James E. Wood, Jr., P.E. Oviedo Maintenance Engineer

JEW:bm

Enclosures

Copy: Mr. L. A. Griffin - OOCEA

OOCEAutilityworkschedulesSR500&414

FEB www.dot.

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UTILITIES 1/25/2007

UTILITY WO	ORK SCHEDULE	Page 1 of 4
Project Title: S.R. 414 Maitland Blvd. Extension	County Road Number	
State Road No: 414 & 500	City Road	
	Project No: 414-211	
UTILITY AGENCY/OWNER (UAO): Orange County	Utilities (UIHC BACKOUT SCHEDULE	<u>}</u>
A. Summaly	of Utility Work and Execution	
NON-CONSTRUCTION ESTIMATED ITEMS CALENDAR DAYS	CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS
Preliminary 0 Material Procurement 0 Right-of-way Acquisition 0 Other 0 Total 0	Prior to OOCEA Project Construction During OOCEA Project Construction Total	0 92 92
This document has been developed as a method for a L County Expressway Authority, the Highway Contractor, adjustment, installation, and/or protection of their facility OOCEA preliminary construction plans dated <u>June 2006</u> plans, as provided, may render this work schedule null a this utility may require additional days for assessment a reponsible for events beyond the control of the UAO that could not be avoided by the UAO with the exercise of do notify the OOCEA in writing prior to starting, stopping, re	and other right-of-way users, the location es, on this OOCEA project. The following 5. Any deviation by the OOCEA or its con and void. Upon notification by the OOCE nd negotiation of a new work schedule. at could not reasonably be anticipated by ue diligence at the time of the occurrence	n, relocation. g data is based on htractor from the A of such change, This UAO is not the UAO and which
During the project, the UAO shall locate their facilities w		
Representative, Orange County Utilities Dispatch,	Telephone Number <u>, (407) 836-2777</u> .	
This UAO's Field Representative Is <u>Bhanu Engineer</u> ,	Telephone Number, <u>(407) 254-9716</u> .	
This document is a printout of an OOCEA form maintal UAO in the form of additions, deletions, or substitutions Document" and no change is made in the text of the do document may refer to changed reflected in the above- not change the terms of the document. By signing this been made to the text of this document except through Document."	are reflected only in an Appendix entitle cument itself. Hand notations on affecte named Appendix but are for reference p document, the UAO hereby represents t	d "Changes to Form d portions of this urposes only and do hat no change has
No changes to forms document. Appendix "Changes to Forms Document"	' is attached Number of Attachme	ent Pages.
Authorized Utility Agent:	Acceptance by OOCEA:	
(Signature) (Date) Andres Salcedo, PE	(Signature)	(Date)
(Printed Name) Chief Engineer	(Printed Name)	
(Title)	(Title)	

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UTILITIES 1/25/2007 Page 2 of 4

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	ORK SCHEDULE	Page 2 of 4
Project Title: S.R. 414 Maltland Blvd. Extension	County Road Number	
State Road No: 414 & 441	City Road	
	Project No: 414-211	
UTILITY AGENCY/OWNER (UAO): Orange County L	Jtillties (UIHC BACKOUT SCHEDULE)	
	Conditions / Constraints	
Water Main		
Refer to the Technical Special Provisions		
In Addition:		
 a) Allow 10 days minimum for FDEP clearance. b) Complete Removal of Orange County existing utilities S.R. 500 (US 441) per the limits shown the plans 	es along S.R. 414 (Maitland Boulevard) a	nd
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General Note:		- lfam:
Total number of calendar days can be decreased by si sewer facilities and/or by means of shift work.	multaneously constructing water & sa	ппату
sewer racinties and/or by means of shift work.		
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UTILITIES 1/25/2007 Page 3 of 4

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Project Title: S.R. 414 Maitland Blvd. Extension	·	County Boar	Number		
State Road No: 414 & 500		County Road Number			
		Project No: 414-211			
UTILITY AGENCY/OWNER (UAO): Orange Count	y Utilities (UIHC B/	ACKOUT SCHEDULE)			
C. Disposition of i	Facilities (List All E	xisting & Propos	ed) on Pro	ect:	
UTILITY FACILITIES by TYPE/SIZE/MATERIAU/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUT IVE CALENDAR DAYS	
<u>S.R. 500 (US 441);</u>					
STA. 371+50, 113.70 TO STA, 387+37, 102.00 R 1640 LF -16" C905 PVC WM	Construct	1,4	1	20	
Tie-ins/Connect to existing	Construct	3	111	3	
SHARED USE PATH: STA. 800+30, 6.58 R TO STA. 826+68, 126.16 R 2713 LF - 12" C900 PVC WM 142 LF - 24" STEEL CASING, BORE AND JACK UNDER S.R 414	Construct	1,4	ئ ا	30	
Tie-ins/Connect to existing	Construct	3	<u>,</u> 11	6	
<u>S.R. 414:</u> STA. 434+83, 62.00 R TO STA. 442+80, 72.88 R 762 LF -12" C900 PVC WM	Construct	1,4	H	8	
Tie-ins/Connect to existing	Construct	3	11	3	
LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 2- Retention pond rough grading 3- Completion of proposed system 4- Rough Grading of Area					

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UTILITIES 1/25/2007 Page 4 of 4

				Page 4 of 4
Project Title: S.R. 414 Maitland Blvd. Extension		County Road	Number	
State Road No: 414 & 500		City Road		
		Project No: 414-211		
UTILITY AGENCY/OWNER (UAO): Orange Cou	inty Utilities (UIHC			
C. Disposition of	of Facilities (List Al	l Existing & Prot	oosed) on Pro	ject:
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUTI VE CALENDAR DAYS
<u>S.R. 500 (US.441):</u>				
STA. 365+00, 82:69 R TO STA. 388+40, 78.50 L 2340 LF - 12" PVC WM	Remove	2	11	6
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1500 LF -16" PVC WM	Remove	2	١v	4
<u>S.R. 414:</u> STA. 415+06, 86.00 R TO 419+78 TO 110.60 R Remove 550 LF of 12" WM	Remove	2	11)	6
STA. 407+71, 26.75 R TO STA. 415+06, 86.00 R Remove 750 LF of 12" WM	Remove	2	IV, V	6
		,		
LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 4-Completion of temporary roadway 5-Completion of proposed system				

DOCEA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FORM 710-010-85 UTIL ITIES OGC - 08/04

PER	RMIT NO .: DA	1593 0	0321	SECTION NO	3075020	STATE ROAD	500 COUNTY	Orange
	OT construction]	Ves	No No	Financial Project iD	
ls t	his work related	to an approved	Utility Work Sche	edule?	Ves	No No	If yes, Document N	umber:
PE	RMITTEE:	Orange Co	unty Utilities Depar	imeni				
AD	DRESS:	9150 Curry	Ford Road			TELEPHONE	NUMBER: (407) 254 -	9719
	Y/STATE/ZIP:	Oriando, Fi 3						
oper remo Cons impr mair	rate and maintain ove from service 1 struction of 1,650 ovements along t	n the following: 1,010 linear feet of liner feet of 16" I he East side of S	Construction of a construction of a construction of force main (curre PVC water main to R 500. The work a	approximately 12 ently located on A replace approxin lso inicudes the	90 linear feet of 16" Noopka Bivd) along t nately 1,500 linear f	force main and 50 he west side of Sf eet of water trans ately 2,800 linear	mission line being affec feet of previously aban	main to reroute and ted by the roadway
	mitted for the PE		R. Kent Veech, P			1200	F9/mb	10/31/06
				Name and Title		X ZZM	fime-	
	~~ <u>~~</u> ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	il	(Тур	ed or Printed Le		51	gnature	Date
1. 2.	are accurately sh or potentially imp The local Mainten prior to starting w <u>Oviedo Fi 32765</u> responsible for M	own on the plans acted in the area nance or Resider work and again in IOT is	and a letter of notif of the proposed ins at Engineer, hereaf mediately upon co	ication was maile stallation: ter referred to as mpletion of work. , Te	nd on <u>October 4, 200</u> See <u>attach</u> the FDOT Engineer, The FDOT's Engin blephone Number (4)	6 shall be notified a eer is <u>1////</u> 07) 977-6530 , Telephor	s an interest in, both as to the following utilities minimum of forty eight <u>CLANTEN</u> located ne Number The	(48) hours in advance
4. 5,	All work, materia All plans and inst a part of this pen This Permittee s 329 must review the construction. The construction. It is expressly stip not operate to crn Pursuant to Secti FDOT to be unre such public road utility at its own e	Is, and equipmer aliations shall com mit. This provision hall commence a _days after the p permit with the F and maintena could be and maintena could be and maintena could be and maintena could be a	nt shall be subject t nform to the require on shall not ilmit the actual construction ermitted work has b DOT Engineer to i be of such utility sha- property right in sa loride Statues, any ing in any way with t rail corridor shall, s provided in parag	o inspection and ments of the FDC a authority of the in good faith with begun. If the begin make sure no ch all not interfere w or permissive use id holder, except utility placed upo the convenient, upon thirty (30) di raphs (a) and (b)	FDOT under Paragi nin 30 nning date is more than anges have occurre ith the property and only and that the pla as provided in exec n, under, over, or alc safe, or continuous ays written notice to i , and except for reim	DT Engineer. s of the date this per aph 8 of this Perm _ days after issua nan sixty (60) days d to the Transpor- nights of a prior Per- cing of utilities up uted subordination ong any public road use, or maintenan the utility or its age bursement rights	nce of permit, and shat from the date of permit a tation Facility that woul	I be completed within approval, the Permittee d affect the permitted ant to this permit shall greements. orridor that is found by sion, or expansion, of d or relocated by such
	It is agreed that i coordinate with the FDOT's cont schedule, and sh In the case of nor brought into com Railroad Utility A It is understood a entered upon and and save harmle:	n the event the ra- ne FDOT before p ractor, defend an all comply with al n-compliance with pliance or remove greements. This and agreed that the d used by the Pe so the State of Flo	elocation of said ut proceeding and sha by legal claims of ti il provisions of the l the FDOT's require of from the RW at it provision shall not re rights and privile militee, and the FDO prida and the FDO	Ilties are schedul Il cooperate with he FDOT's contra aw and the FDOT ements in effect a no cost to the FDO t limit the authorit ges herein set ou mittee will, at all f form and agains	the FDOT's contract actor due to delays "s current UAM. The as of the date this pe OT, except for reimb y of the FDOT unde it are granted only to times, and to the ex	aneously with the or to arrange the s caused by the Pe s Permittee shall n rmit is approved, the unsement rights se r Paragraph 8 of t the extent of the s tent permitted by t	FDOT's construction w equance of work so as i mittee's failure to com ot be responsible for de his permit is vold and the t forth in previously execu- his Permit. State's right, title and in aw, assume all risk of a vense arising in any mar	not to delay the work of ply with the approved lay beyond its control, a facility will have to be uted subordination and terest in the land to be and indemnify, defend,
	During constructi devices that may highways, the rec alternative, when 102, as amender addressed in the develop TCP in a Should the Permi	on, all safety regi / be necessary in quirements of the applicable, and t d by the UAM. A above reference accordance with t ittee be desirous	ulations of the FDO n order to safely co Standard Applicati the FDOT's Design When a Utility deer is, the Utility must s the provisions of Cl	T shall be observe nduct the public on Package for re Standards, Index ms it necessary submit an alterna hapter 8 of the U es in place and ou	ed and the Permittee through the project allways, including fla ces 600-670, and St to conduct Traffic C tive plan signed and AM.	area in accordanc gging services and andard Specificati ontrol activities an sealed by a licen	res, including placing an e with the Federal MU d Railroad Protective Ins ons for Road and Bridge nd methods significanti sed Florida professiona on of this permit acknow	TCD, as amended for surance or acceptable e Construction, Section y different from those I engineer qualified to
÷	service utilities w In the event conta notify the FDOT, contamination as that all environme	henever the FDC aminated soil is e The FDOT shal sessment and re ental regulatory a	OT determines said incountered by the i coordinate with th mediation, as appro igencies having jur	removal is in the Utility or anyone appropriate ag ppriate under Rul isdiction have ap	 public interest. within the permitted encles and notify th e Chapters 62-770 a proved the site of th 	ermittee, at its so construction limits e Permittee of any nd 62-730 Florida e contamination fo	T's RW as set forth a le expense, shall promp , the Utility shall immed / suspension or revoca Administrative Code, ha or resumption of work. /ithin its R/W, the Permit	thy remove said out of lately cease work and tion of the permit until s progressed to a state

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ť	STATE OF FLORIDA	EPARTMENT OF TRANSPORTATION		FORM 710-010- UTILITI
	UTI	LITY PERMIT		090-08
provide any n Pursuant to S permit. The F into pursuant Pursuant to S Installation, in restore the ro authorized to 18. The Permitter	ts agents to perform the following activities with respect recessary support to facilities and/or cover aerial facili- tection 337.401(2), Florida Statutes, the permit shall re- DOT may initiate injunctive proceedings as provided in thereto. Section 337.402, Florida Statutes, when any public ro- nspection, or repair of a utility located on such road or pad or publicity owned rail corridor to its original condit do so and charge the cost thereof against the owner e shall comply with all provisions of Chapter 556, Flor T instructions: <u>None</u>	les as deemed necessary. quire the permit holder to be responsib s. 120.68 to enforce provisions of this ad or publicly owned rail corridor is de publicly owned rail corridor, the owne on before such damage. If the owne under the provisions of s.337,404.	ole for damage resulting fi subsection or any rule or amaged or impaired in a er of the utility shall, at h r falls to make such rest	rom the issuance of t order issued or enter ny way because of t is or her own expens oration, the authority
		······		
	Christ and			
	SEF ATTACHED			
		1		
conditions an	od and agreed that commencement by the Permittee I id special instructions.			
0. Receipt of this	s permit acknowledges responsibility to comply with Se System Plans Requests,	ction 119.07(3), Florida Statutes, and L	JAM Chapter 4.5.2, regard	ding Exempt Docume
14-46.001, fo appropriate b	signature, the Permittee hereby represents that no cha or this Utility Permit has been made which has not be ox below) by a separate attached written document shi reflecting change/s to the standard form?	en previously called to the attention owing all changes and the written and (of the FDOT (and sign) dated approval of the FD0	fied to by checking t
PERMITTEE	Andres Salcado, P.E., Chief Engineer	SIGNATURE Andres	Salcedo	DATE: 11-1-0
	Name & Title of Authorized Permittee or Age (Typed or Printed Legioly)	nt ()		
APPROVED BY:	Jonnes E. Wordth	· · · · · · · · · · · · · · · · · · ·		SSUE
	District Maintenan	ce Engineer or Designee		. <u></u> <u></u>
······································	JAMESE. WOOD, JR. P.E.		1	······································
	MAINTENANCE ENGINEER		00117080200000	MOTYCKA
	UTILITY PERMIT FINA	L INSPECTION CERTIFICATIO	N CONTRACTORES	RMITS ENGINEER
DATE:		· · · · · · · · · · · · · · · · · · ·	·	
ATE WORK ST	ARTED:			
DATE WORK CO	MPLETED:			
NSPECTED BY:		 		·
	(Permittee or Agent)	······································		
HANGE APPRO	VED BY:	·		DATE:
·····	District Maintenanca Engine	er or Designee		
approved plans m	rmittee do hereby CERTIFY that the utility construction hade a part of this permit and in accordance with the Fi permit. I also certify that the work area has been left in	DOT's current UAM. All plan changes	have been approved by 1	stalled in accordation the FDOT's Enginee
ERMITTEE		SIGNATURE		

PERMITTEE:	SIGNATURE:	DATE:
Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)		

CC: District Permit Office Permittee

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SR 414-Maitland Blvd. Extension, Utility Relocation and Improvements

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List of utilities known to be involved or potentially impacted in the area of the proposed installation:

Orange County Utilities City of Winter Park Progress Energy FPL Fibernet Seminole County Finance People's Gas Orlando Adelphia Cable Communications Bellsouth Telecommunications Bright House Networks City of Apopka (Water/Sewer) OUC (Electric & Water) Qwest Communications Seminole County-Public Works Seminole County W/S Sprint-Florida, Inc. Lake Apopka Matural Gas Progress Energy-Transmission OOCEA-PBS&J

THIS PERMIT AND ATTACHEMENTS SHALL BE AT THE JOB SITE AT ALL TIMES OF CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY

APPLICABLE REQUIREMENTS SHOWN BELOW ARE PART OF THE PERMIT.

For work located within areas of FDOT Right-of-Way having FDOT maintained Roadway Lighting Systems and/or lighted roadway signs, the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, for utility locations three (3) business days prior to construction.

Where FDOT signs, reflectors or other components thereof, will interfere with construction the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, (or the office the local FDOT. Construction Resident Engineer, if applicable), 48 hours in advance of starting work. All signs, reflectors, etc. will be moved or relocated by FDOT forces or the Permittee if so directed by FDOT. Any signs, reflectors, etc. damaged, destroyed, removed or relocated without FDOT authorization will be replaced or relocated as directed by FDOT at the expense of the Permittee.

Notify Sunshine One Call, (800) 432-4770, for utility locations in advance of excavations.

FLORIDA STATUTE 553.851 REQUIRES PERMITTEE TO NOTIFY THE LOCAL GAS UTILITY A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION:

Florida Public Utilities Florida Gas Transmission Lake Apopka Natural Gas District Teco Peoples Gas (386) 668-2600 (407) 351-3549 (352) 394-3480 (407) 425-4662

NO LANE CLOSURES

ANY DEVEATIONS FROM THE PERMIT TRAFFIC CONTROL PLAN MUST BE APPROVED PRIOR TO CLOSING ANY LANES. TRAFFIC CONTROL SETUPS MUST BE SUPERVISED BY CERTIFIED PERSONNEL.

The Permittee is responsible for insuring that each person supervising the selection, placement and maintenance of Traffic Control Devices within work zones shall be certified by attending a FDOT approved MOT Training Course. A copy of this certification shall be submitted to FDOT upon request.

Upon notification by the FDOT of deficiencies in the Traffic Control Plan or other matters involving traffic safety, the Permittee shall immediately make improvements as directed by FDOT. Should FDOT deem conditions to be such that imminent danger is present, all work shall cease immediately until conditions are corrected.

Florida Statute 335.15 requires Permittee to notify local law enforcement agencies when one or more traveling lanes will be closed for more than two (2) hours.

Notify Metro Orlando North Maintenance, (407) 977-6530, at least 48 hours prior to starting construction or lane closures within FDOT Right-of-Way.

All disturbed areas shall be sodded in accordance with Section 575 of the FDOT Standard Specification for Road and Bridge Construction and FDOT Index 105 of the Roadway and Traffic Design Standards (latest editions).

Permittee shall furnish compaction and density test reports by a certified laboratory in accordance with FDOT requirements.

NOTICE

THE APPROVED PERMIT AND PLANS MUST BE ON THE JOBSITE BEFORE THE CONTRACTOR WILL BE ALLOWED TO WORK WITHIN THE DOT R/W, BE IT DRIVEWAY, DRAINAGE OR UTILITY IMPROVEMENTS.

THE D.O.T. INSPECTION STAFF WILL NOT ALLOW ANY WORK TO BEGIN OR CONTINUE IF ALL ACTUAL D.O.T. PERMITS ARE NOT ON SITE.

EXHIBIT "D"

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OOCEA Utilization Permit

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ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY UTILITY PERMIT

		Page 1 of 2
Permit No Section No Permittee	Road John Land Apopka Expressway Cour	ty <u>Orange</u>
Address	Telephone Number	
and maintain	ge County Expressway Authority, hereinafter called the OOCEA, to cons	<u> </u>
FROM:	TO:	
Submitted for Permittee by:		
Type Name &	& Title Signature	
OOCEA construction is proposed or underway:	No 🗆 Yes 🗆 W.P.I. No	
Recommended for approval by:		
Type Name &	& Title Signature	Date
Approved by:	Issue Date	
 PERMITTEE's employee responsible for Main Telephone Number work.) 3. All work, materials, and equipment shall be suin accordance with the plans approved by OOC 4. All plans and installations shall conform the Accommodation Manual in effect as of the data 	. (This name may be provided at the time of the 48 hour notice provided to inspection by OOCEA and shall meet OOCEA standards and shall CEA and made a part of this Permit. to the requirements of the Florida Department of Transportation ("Flute of this Permit, and shall be made a part of this Permit. This provision sha	ior to starting
within days after Permit work has begu	f this Permit. Instruction in good faith within days after issuance of Permit, and shall gun. If the beginning date is more than 60 days from date of Permit a OCEA to make sure no changes have occurred in the John Land Apopka Ex	ll not limit the be completed approval, then

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- 11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of OOCEA's right, title and interest in the land to be entered upon and used by the PERMITTEE, and the PERMITTEE will, at all times, and to the extent permitted by law, assume all risk of an indemnify, defend, and save harmless OOCEA from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said PERMITTEE of the aforesaid rights and privileges.
- 12. During construction, repair or replacement of any utilities and appurtenances authorized hereunder, all safety regulations of OOCEA shall be observed and the PERMITTEE must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices, as amended for highways, the requirements of the standard application package for railways, including flagging services and railroad protective insurance, or acceptable alternative, when applicable, and the FDOT's and/or OOCEA's latest roadway and traffic design standards and standard specifications for road and bridge construction, as amended.
- 13. Should the PERMITTEE be desirous of keeping its utilities in place and out of service, the PERMITTEE, by execution of this Permit acknowledges its present and continuing ownership of its utilities located between ______ and ______ and ______ within OOCEA's right-of-way as set forth above. PERMITTEE, at its sole expense, shall promptly remove said out of service utilities whenever OOCEA determines said removal is in the public interest.

14. Special instructions:

It is understood and agreed that commencement by the PERMITTEE is acknowledgement and acceptance of the binding nature of these special instructions.

UTILITY PERMIT FINAL INSPECTION REPORT

Date:

Date Work Started:

Date Work Completed:_____

Inspected By:_____

I, the undersigned, do hereby CERTIFY that the utility construction approved by the above numbered Permit was installed in accordance with the approved plans made a part of this Permit. All plan changes should be approved by OOCEA and attached to this Permit.

Ву:	,
Name:	
Title:	<u> </u>
Date:	

EXHIBIT "E"

Bid Tabulation

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OOCEA PROJECT 414-211

S.R. 414 (JOHN LAND APOPKA EXPRESSWAY)

BID TABULATION - BID OPENING MARCH 8, 2007

				HUBBARD C	ONSTRUCTION
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT		TOTAL COST
	EXPRESSWAY AUTHORITY RESPONSIBILITY				
······	OVERLAND ROAD 12" WM RELOCATION				
1050-18-004OR	UTILITY PIPE, REMOVE & DISPOSE	320	LF	\$15.00	\$4,800.00
1080-16-42OR	UTILITY FIXTURES, REMOVE BACKFLOW PREVENTER ASSEMBLY		EA	\$B00.00	\$800.00
1080-101-11OR	MISCELLANEOUS FIXTURES, 12" LINE STOPPING ASSEMBLY (F&I)	2	EA	\$10,000.00	\$20,000.00
1090-156-11OR	12" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	370	LF	\$100.00	\$37,000.00
1610-132-11OR	12" ELBOWS(F&I)(PVC)	4	ĒA	\$600.00	\$2,400.00
1610-137-110R	12" CAPS (F&I)	2	EA	\$1,500.00	\$3,000.00
1637-111-211OR	12" TAPPING SLEEVE AND VALVE (F&I) (PVC)	2	EA	\$10,000.00	\$20,000.00
	APOPKA BLVD. 16" FM RELOCATION - PARTIALLY ON US 441				
1050-16-004AB	UTILITY PIPE, REMOVE & DISPOSE	1,030	LF	\$32.00	\$32,960.00
1090-156-07AB	4" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	500	LF	\$50.00	\$25,000.00
1090-156-13AB	16" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	1,290	LF	\$B0.00	\$103,200.00
1070-124-107AB	4",VALVE ASSEMBLY PLUG (F&I)	2	EA	\$800,00	\$1,600.00
1070-114-113AB	16",VALVE ASSEMBLY PLUG (F&I)	3	EA	\$5,000.00	\$15,000.00
1070-119-113AB	VALVE ASSEMBLY/AIR RELEASE(F&I)(VAC/AIR ASSEMBLY COMB.)	2	EA	\$10,000.00	\$20,000.00
1080-101-07AB	MISCELLANEOUS FIXTURES, 4" LINE STOPPING ASSEMBLY (F&I)	1	EA	\$5,000.00	\$5,000.00
1080-101-13AB	MISCELLANEOUS FIXTURES, 16" LINE STOPPING ASSEMBLY (F&I)	2	EA	\$15,000.00	\$30,000.0
1510-162-13AB	SANITARY SEWER FITTINGS, 16" ELBOWS(F&I)(PVC)	18	EA	\$2,000.00	\$36,000.0
1637-111-207AB	4" TAPPING SLEEVE AND VALVE (F&I) (PVC)	1	EA	\$4,000.00	\$4,000.0
1637-111-213AB	16" TAPPING SLEEVE AND VALVE (F&I) (PVC)	2	EA	\$20,000.00	\$40,000.0
· · · · · · · · · · · · · · · · · · ·	ORANGE COUNTY RESPONSIBILITY				
······································	SANITARY SEWER - GRAVITY				
1050-16-004SS	UTILITY PIPE, REMOVE & DISPOSE	2,175	LF	\$20.00	\$43,500.0
1060-6SS	UTILITY STRUCTURE-REMOVE	14	EA	\$1,000.00	\$14,000.0
1090-157-09SS	8" PIPE (PVC) (F&I)(SDR 26)	710	LF	\$100.00	\$71,000.0
425-2-102SS	4' DIAMETER SANITARY MANHOLE	3	EA	\$8,000.00	\$24,000.0
	SHARED USE PATH 12" WM CONSTRUCTION		1	[
353-70 UOC	CONCRETE SIDEWALK REMOVAL AND REPLACEMENT	100	SY	\$40.00	\$4,000.0
556-1-5 UOC	JACK AND BORE, 24" STEEL CASING	156	LF	\$400.00	\$62,400.0
570-5 UOC	FERTILIZER	0.1	TN	\$500.00	\$50.0
			MG	\$20,00	\$100.0
570-9 UOC	I WATER FOR GRASSING	5			
576-9 UOC 575-1-1 UOC	WATER FOR GRASSING SODDING	{	SY	\$2.00	\$200.0
and the second se	SODDING	100	SY	\$2,00	
575-1-1 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900)	{	SY LF	\$55.00	\$192,500.0
575-1-1 UOC 1090-156-11 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-90D) 12" GATE VALVE W/BOX	100 3,500 7	SY LF EA	\$55.00 \$2,500.00	\$192,500.0 \$17,500.0
575-1-1 UOC 1090-156-11 UOC 1070-111-211 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE	100 3,50D	SY LF EA EA	\$55.00 \$2,500.00 \$1,200.00	\$192,500.0 \$17,500.0 \$1,200.0
576-1-1 UOC 1090-156-11 UOC 1070-111-211 UOC 1070-126-205 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY	100 3,500 7 1 1	SY LF EA EA EA	\$55.00 \$2,500.00 \$1,200.00 \$5,500.00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0
576-1-1 UOC 1090-156-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY WATER FITTINGS, 12" ELBOWS (F&I)(PVC)	100 3,500 7 1 1 4	SY LF EA EA EA EA	\$55.00 \$2,500.00 \$1,200.00 \$5,500.00 \$600.00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0 \$2,400.0
576-1-1 UOC 1090-158-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC 1810-132-11 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY	100 3,500 7 1 1	SY LF EA EA EA	\$55.00 \$2,500.00 \$1,200.00 \$5,500.00	\$200.0 \$192,500.0 \$17,500.0 \$1,200.0 \$1,200.0 \$5,500.0 \$2,400.0 \$14,000.0
576-1-1 UOC 1090-158-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC 1810-132-11 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY WATER FITTINGS, 12" ELBOWS (F&I)(PVC) FIRE HYDRANT US 441 16" WM RELOCATION	100 3,50D 7 1 1 4 4	SY LF EA EA EA EA	\$55.00 \$2,500.00 \$1,200.00 \$5,500.00 \$600.00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0 \$2,400.0 \$14,000.0
576-1-1 UOC 1090-158-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC 1810-132-11 UOC 1644-113-11 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY WATER FITTINGS, 12" ELBOWS (F&I)(PVC) FIRE HYDRANT US 441 16" WM RELOCATION UTILITY PIPE, REMOVE & DISPOSE	100 3,50D 7 1 1 4 4 5,810	SY LF EA EA EA EA EA LF	\$55.00 \$2,500,00 \$1,200,00 \$5,500,00 \$600,00 \$3,500,00 \$3,500,00 \$15,00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0 \$2,400.0 \$14,000.0 \$87,150.0
575-1-1 UOC 1090-158-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC 1810-132-11 UOC 1644-113-11 UOC 1050-16-004 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY WATER FITTINGS, 12" ELBOWS (F&I)(PVC) FIRE HYDRANT US 441 16" WM RELOCATION UTILITY PIPE, REMOVE & DISPOSE 16" GATE VALVE W/BOX, SIDE ACTUATED	100 3,50D 7 1 1 4 4 5,810 2	SY LF EA EA EA EA LF EA	\$55.00 \$2,500,00 \$1,200,00 \$5,500,00 \$600,00 \$3,500,00 \$15,00 \$15,00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0 \$2,400.0 \$14,000.0 \$87,150.0 \$10,000.0
576-1-1 UOC 1090-156-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC 1810-132-11 UOC 1644-113-11 UOC 1050-18-004 UOC 1070-121-213 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY WATER FITTINGS, 12" ELBOWS (F&I)(PVC) FIRE HYDRANT US 441 16" WM RELOCATION UTILITY PIPE, REMOVE & DISPOSE 16" GATE VALVE W/BOX, SIDE ACTUATED MISCELLANEOUS FIXTURES, 16" LINE STOPPING ASSEMBLY (F&I)	100 3,50D 7 1 1 4 4 5,810 2 2	SY LF EA EA EA EA LF EA EA	\$55.00 \$2,500.00 \$1,200.00 \$5,500.00 \$600.00 \$3,500.00 \$15.00 \$5,000.00 \$15,000.00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0 \$2,400.0 \$14,000.0 \$87,150.0 \$10,000.0 \$30,000.0
576-1-1 UOC 1090-156-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC 1810-132-11 UOC 1644-113-11 UOC 1050-18-004 UOC 1070-121-213 UOC 1080-101-13 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY WATER FITTINGS, 12" ELBOWS (F&I)(PVC) FIRE HYDRANT US 441 16" WM RELOCATION UTILITY PIPE, REMOVE & DISPOSE 16" GATE VALVE W/BOX, SIDE ACTUATED MISCELLANEOUS FIXTURES, 16" LINE STOPPING ASSEMBLY (F&I) 16" WATER MAIN (DIP)(CLASS 350)	100 3,50D 7 1 1 4 4 5,810 2 2 2 1,650	SY LF EA EA EA EA LF EA LF LF	\$55.00 \$2,500.00 \$1,200.00 \$5,500.00 \$600.00 \$3,500.00 \$15,000.00 \$15,000.00 \$15,000.00 \$100.00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0 \$2,400.0 \$14,000.0 \$87,150.0 \$10,000.0 \$30,000.0 \$165,000.0
576-1-1 UOC 1090-156-11 UOC 1070-1156-11 UOC 1070-111-211 UOC 1070-128-205 UOC 1070-118-211 UOC 1810-132-11 UOC 1644-113-11 UOC 1050-18-004 UOC 1070-121-213 UOC 1080-101-13 UOC 1100-111-813 UOC	SODDING 12" PIPE (PVC)(F&I)(RESTRAINED)(C-900) 12" GATE VALVE W/BOX 2" BLOWOFF VALVE OFFSET AIR RELEASE VALVE ASSEMBLY WATER FITTINGS, 12" ELBOWS (F&I)(PVC) FIRE HYDRANT US 441 16" WM RELOCATION UTILITY PIPE, REMOVE & DISPOSE 16" GATE VALVE W/BOX, SIDE ACTUATED MISCELLANEOUS FIXTURES, 16" LINE STOPPING ASSEMBLY (F&I)	100 3,50D 7 1 1 4 4 5,810 2 2	SY LF EA EA EA EA LF EA EA	\$55.00 \$2,500.00 \$1,200.00 \$5,500.00 \$600.00 \$3,500.00 \$15.00 \$5,000.00 \$15,000.00	\$192,500.0 \$17,500.0 \$1,200.0 \$5,500.0 \$2,400.0

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Grand Total:

\$1,207,860.00

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EXHIBIT "F"

Work Schedule

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UTILITIES 1/25/2007 Page 1 of 5 ÷

Project Title: S.R. 414 Maltlar	nd Blvd. Extension	County Road Numbe		
State Road No: 414 & 500		City Road		
		Project No: 414-211		
UTILITY AGENCY/OWNER (UAO): Orange County Utilities A. Summary of Utility Work and Execution				
	Summary	of utility work and exect	Juon	
NON-CONSTRUCTION ITEMS	ESTIMATED CALENDAR DAYS	CONSTRUCTION ITEM	S <u>ESTIMATED</u> CALENDAR DAYS	
Preliminary Material Procurement Right-of-way Acquisition Other Total	0 0 0 0 0 0	Prior to OOCEA Project (During OOCEA Project (Total		
This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Orlando-Orange County Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this OOCEA project. The following data is based on OOCEA preliminary construction plans dated <u>June 2006</u> . Any deviation by the OOCEA or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the OOCEA of such change, this utility may require additional days for assessment and negotiation of a new work schedule. This UAO is not reponsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the OOCEA in writing prior to starting, stopping, resuming, or completing work.				
During the project, the UAO sha	all locate their facilities w	ithin 48 hours of notice to t	heir	
Representative, Orange Count	Emergency Dispatch,	Telephone Number, (407	<u>1 836-2777 .</u>	
		Telephone Number, (407	<u>') 254-9716</u> .	
This document is a printoul of an OOCEA form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changed reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitied "Changes to Form Document."				
No changes to forms document. Appendix "Changes to Forms Document" is attached Number of Attachment Pages.				
Authorized Utility Agent:		Acceptance by OOCEA	:	
(Signature) Andres Salcedo, PE	(Date)	(Signature)	(Date)	
(Printed Name) • <u>Chief Engineer</u>		(Printed Name)		
(Title)		(Title)		
ويحمد الخراكية استاك مفاجرته والمراحي المرقوعي فنيك بجميرات في البريك يستركبها متباكيتهم	and the second state of th			

UTILITIES 1/25/2007 Page 2 of 5

Project Title: S.R. 414 Maltland Blvd. Extension **County Road Number** State Road No: 414 & 441 City Road Project No: 414-211 UTILITY AGENCY/OWNER (UAO): Orange County Utilifies B. Special Conditions / Constraints Water Main Reler to the Technical Special Provisions In Addition: a) Allow 10 days minimum for FDEP clearance. b) Complete Removal of Orange County existing utilities along Overland Road, S.R. 414 (Maitland Boulevard) and S.R. 500 (US 441) per the limits shown the plans Force Main Refer to the Technical Special Provisions ., In Addition: Allow 10 days minimum for FDEP clearance. a) b) Complete removal of Orange County existing utilities along Apopka Boulevard per the limits shown on the plans, Gravity Sewer Line Refer to the Technical Special Provisions In Addition: Allow 10 days minimum for FDEP clearance. B١ b) Complete removal of Orange county existing utilities along S.R. 414 (East of S.R. 500 (US 441)) General Note: Total number of calendar days can be decreased by simultaneously constructing water & sanitary sewer facilities and/or by means of shift work. 1.

UTILITIES 1/25/2007 Page 3 of 5

Project Title: S.R. 414 Maltland Blvd. Extension		County Rose	Number	
State Road No: 414 & 500		City Road		
UTILITY AGENCY/OWNER (UAO): Orange County Utilities		Project No: 414-211		
C. Disposition	of Facilities (List All E	xisting & Propos	ed) on Pro	ect:
				CONSECUT
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	IVE CALENDAR DAYS
OVERLAND ROAD: Construct:				
STA, 57+20, 70,00 R TO STA, 60+20, 89,00 R 371 LF - 12" C900 PVC WM	O BE CONSTRUCTED BY OTHERS & WORK	1,2	1	6
Tie-ins/Connect to existing	TO BE MONITORED BY ORANGE COUNTY UTILITIES	3	ł	3
<u>S.R. 500 (US 441);</u> Construct: STA. 374+00, 141. 89 L TO STA. 383+00, 62.00 L	13	1,4	111	10
960 LF - 16" C905 PVC FM				
STA, 383+46, 137.39 L TO STA. 388+29, 78.50 L 500 LF - 4" C900 PVC FM	II 	1,4		4
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1640 LF -16" C905 PVC WM	11	1,4	1	20
Tie-ins/Connect to existing		3	. 11	10
ACCESS ROAD: Construct; STA, 14+60, 91.50 R TO STA. 17+45, 50.66 R 300 LF -16" C905 PVC FM	11	1,4	V	2
Tie-ins/Connect to existing and new 16" FM along SR 500 (US 441)	'n	3	v	3
SHARED USE PATH: Construct: STA. 800+30, 6.58 R TO STA. 826+68, 126.16 R 2713 LF -12" C900 PVC WM 142 LF - 24" STEEL CASING, BORE AND JACK	2 17 18 18	1,4	11	30
UNDER S.R 414 Tie-Ins/Connect to existing		3	11	6
LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 2- Retention pond rough grading 3- Completion of proposed system 4- Rough Grading of Area				

UTILITIES 1/25/2007 Page 4 of 5

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				Page 4 of 5
Project Title: S.R. 414 Maitland Blvd. Extension		County Road	Number	
State Road No: 414 & 500		City Road		
		Project No: 41	4-211	
UTILITY AGENCY/OWNER (UAO): Orange Co	unty Utilities			
C. Dispositio	n of Facilities (List All E	xisting & Propose	ad) on Proj	ect:
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. Phase Number	CONSECUT IVE CALENDAR DAYS
<u>S.R. 414;</u> Construct:				
STA, 434+83, 62.00 R TO STA, 442+80, 72.88 R 762 LF -12" C900 PVC WM	BY OTHERS & WORK		11	8
STA. 418+05, 124.00 R TO STA. 424+95, 69.00 R 710 LF -12" C900 PVC GRAVITY SEWER 3 SANITARY SEWER MANHOLES	TO BE MONITORED BY ORANGE COUNTY UTILITIES	1,2		10
Tie-ins/Connect to existing	u	. 3	1	6
•				
EGEND FOR DEPENDENT ACTIVITIES: - Clearing and Grubbing - Rough grading of area - Completion of proposed system				

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UTILITIES 1/25/2007 Page 5 of 5

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Page 5 of 5				
Project Title: S.R. 414 Maitland Blvd. Extension	County Ros	ad Number		
State Road No: 414 & 500		City Road	444.044	
UTILITY AGENCY/OWNER (UAO): Orange County Utilities		Project No:	414-Z11	
C. Disposit	ion of Facilities (List All Exi	ating & Drange	ad) on Du-1	oct:
Lisposi	The second state of the se	sung a rropos	eu) on PTO)	
UTILITY FACILITIES by TYPE/SIZE/MATERIAL/OFFSET TO BASELINE FROM STA TO STA	DESCRIPTION OF UTILITY WORK	DEPENDEN T ACTIVITIES	M.O.T. Phase Number	CONSECUTIVE CALENDAR DAYS
OVERLAND ROAD:				
Remove: STA. 57+20, 70.00 R TO STA. 60+20, 89.00 R 321 LF - 12" PVC WM	1	3	111	
SZT LF = 12" PVC VVM	OTHERS ONCE NEW			
Along Apopka Lane, approx. Sta. 57+00, 184.00 R Plug Existing lines servicing property acquired by OOCEA & Remove backflow preventer devices	AND OPERATIONAL	1	Щ	
APOPKA BOULEVARD: Remove: STA. 374+00, 141 .89 L TO STA. 55+92, 16.52 L 1030 LF - 16'' PVC FM	п	3	Ŵ	
<u>S.R. 500 (US 441);</u> Remove: STA, 365+00, 82.69 R TO STA. 388+40, 78.50 L 2340 LF - 12" PVC WM	11	2	14	
STA. 371+50, 113.70 TO STA. 387+37, 102.00 R 1500 LF -16" PVC WM	II.	2	IV	
<u>S.R. 414:</u> <u>Remove:</u> STA. 415+06, 86.00 R TO 419+78 TO 110.60 R Remove 550 LF of 12" WM	JI	2	114	
STA. 417+94, 5.80 R TO STA. 424+95, 69.00 R Remove 1000 LF of existing 8" gravity system	n	2	111	
STA. 407+71, 26.75 R TO STA. 415+06, 86.00 R Remove 750 LF of 12" WM	н	2	IV, V	
STA. 411+08, 145.76 R TO STA. 417+94, 5.80 R Remove 1175 L of existing 8" gravity system	u	2	V	
STA. 411+08, 145.76 L TO STA. 424+55, 17.39 Remove 14 Existing Sanitary Manholes	11	2	III & V	
LEGEND FOR DEPENDENT ACTIVITIES: 1- Clearing and Grubbing 2-Completion of temporary roadway 3-Completion of proposed system				
a series and a series of the s				

EXHIBIT "G"

Prepared By and Return To:

Robert F. Mallett, L.L.C. Broad and Cassel Bank of America Center P.O. Box 4961 Orlando, Florida 32802-4961

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT AGREEMENT (this "Release") is made and executed as of the _____ day of ______, 2007, by ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to and in favor of ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida (hereinafter referred to as "OOCEA"), whose address is 525 South Magnolia Avenue, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, by instrument dated _____, ____, recorded in Official Records Book ______, Page _____, Public Records of Orange County, Florida, County obtained a permanent utility easement (the "Permanent Utility Easement") over and across certain property as more particularly described in *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Easement Parcel"), and as depicted on *Exhibit "A-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, OOCEA has requested that County release a portion of the Easement Parcel as more particularly described in *Exhibit "B"* attached hereto and incorporated herein by this reference (the "Release Parcel"), and as depicted on *Exhibit "B-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, County desires to release of record the Release Parcel.

NOW, THEREFORE, for an in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. County does hereby terminate, release, discharge and exonerate the Release Parcel of and from the encumbrance of the Permanent Utility Easement.

3. It is understood and agreed that nothing contained in this Release shall be construed to terminate, release, discharge or exonerate the balance of the Easement Parcel from the Permanent Utility Easement.

IN WITNESS WHEREOF, County has executed this Release as of the date and year first above written.

ORANGE COUNTY, FLORIDA,

By: Board of County Commissioners

By:

Richard T. Crotty Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners

By: ______ Deputy Clerk

Print:

Date: _____

EXHIBIT "H"

Prepared By and Return To:

Robert F. Mallett, L.L.C. Broad and Cassel Bank of America Center P.O. Box 4961 Orlando, Florida 32802-4961

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT AGREEMENT (this "Partial Release") is made and executed as of the ______ day of _______, 2007, by ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to and in favor of ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public corporation of the State of Florida (hereinafter referred to as "OOCEA"), whose address is 525 South Magnolia Avenue, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, by instrument dated _____, recorded in Official Records Book _____, Page _____, Public Records of Orange County, Florida, County obtained a permanent utility easement (the "Permanent Utility Easement") over and across certain property as more particularly described in *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Easement Parcel"), and as depicted on *Exhibit "A-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, OOCEA has requested that County release a portion of the Easement Parcel as more particularly described in *Exhibit "B"* attached hereto and incorporated herein by this reference (the "Release Parcel"), and as depicted on *Exhibit "B-1"* attached hereto and incorporated herein by this reference; and

WHEREAS, County desires to partially release of record the Release Parcel.

NOW, THEREFORE, for an in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. County does hereby terminate, release, discharge and exonerate the Release Parcel of and from the encumbrance of the Permanent Utility Easement.

3. It is understood and agreed that nothing contained in this Partial Release shall be construed to terminate, release, discharge or exonerate the balance of the Easement Parcel from the Permanent Utility Easement.

IN WITNESS WHEREOF, County has executed this Partial Release as of the date and year first above written.

ORANGE COUNTY, FLORIDA,

By: Board of County Commissioners

By:

Richard T. Crotty Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller As Clerk to the Board of County Commissioners

- ***** - - '

Print:

Date: _____

S:\AErickson\Agrcnt\Maitland East OOCEA Utility Adjustment Agreement_Final_2 28 07.rtf



INSTR 20070771017 OR BK 09516 PG 4989 PGS=35 MARTHA O. HAYNIE, COMPTROLLER DRANGE COUNTY, FL 11/28/2007 02:24:42 PM

<u>DECLARATION</u> OF RESTRICTIVE COVENANTS

Prepared By and Return To:

Robert F. Mallett, L.L.C. Broad and Cassel Bank of America Center P.O. Box 4961 Orlando, Florida 32802-4961

For Recording Purposes Only

This Declaration has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(13), F.A.C.; and see, Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993)

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS (the "Declaration") is hereby executed the <u>IST</u> day of <u>June</u>, 2007 by the ORLANDO-ORANGE COUNTY EXPRESSIVALY AUTHORITY, a public corporation and an agency of the State of Florida ("Authority").

RECITALS:

Pursuant to that certain Stipulated Order of Taking dated \underline{UNC} , 2007, by and between the Authority and CSX Transportation, Inc., a Virginia corporation ("CSX"), and that certain Real Estate Purchase Agreement dated \underline{UUNC} , 2007 by and between the parties; the Authority has obtained ownership of that certain real property located in Orange County, Florida (the "Property"). In accordance with the terms and conditions of the Stipulated Order of Taking, Authority has agreed to impose certain restrictive covenants and conditions upon the use of the Property by Authority, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing, Authority hereby acknowledges and agrees as follows:

1. <u>Recitals</u>. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Declaration.

2. <u>Restriction on Use of the Property</u>. The following restrictive covenants and conditions, which shall run with title to the Property, and be binding upon Authority and Authority's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through Authority:

(A) NO RESIDENTIAL USE: Grantee acknowledges that the Property has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property and non-residential uses. Authority hereby covenants that it. its successors, heirs, legal representatives or assigns shall not use the Property for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Property by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), or (b) any public or private school, day care, or any organized long-term or short term child care of any kind; provided, however, that a portion of the Property, identified as Exhibit B-1 may be used or developed as a recreational trail provided that the Authority, at its sole cost and expense, implements appropriate engineering controls as defined in Section 4 herein; or; that the Authority implements appropriate corrective actions pursuant to Florida Administrative Code (FAC) Chapter 62-780 and receive from the Florida Department of Environmental Protection a Site Rehabilitation Completion Order based on a No Further Action Proposal. Authority further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Property for human consumption, irrigation, or other purposes.

(B) NO ACCESS: Authority, acknowledges it has another access to the Property either through Authority's adjoining property or through other property not owned by CSX. Authority, on its behalf, its heirs, personal representatives, successors and assigns, releases CSX, its successors and assigns, from any responsibility, obligation or liability to provide additional access to the Property through land now owned or subsequently acquired by CSX. Should Authority ever convey the Property, or any portion thereof, to a third party, Authority will provide access to the Property through Authority's adjoining property or through other property not owned by CSX.

(C) FENCING: Authority hereby covenants and agrees with CSX that CSX shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Property and the adjacent land(s) of CSX or of any other company affiliated with CSX; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Authority assumes all liability and responsibility respecting fences, railings or guard rails, or the absence thereof.

(D) DRAINAGE: Authority hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Property in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into CSX's drainage system or upon the operating property of CSX., or other lands and facilities of CSX. If the Property or existing drainage on the Property are modified or improved, Authority agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Property to the nearest public or non-CSX owned drainage or storm sewer system, in order to prevent the

discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of CSX.

(E) CLEAR SIGHT ZONE: Authority, for itself, its successors and assigns, hereby covenants and agrees that, for so long as the property adjacent to the Property contains an operated and operable track and line of railroad, neither Authority, nor its successors and assigns, shall erect, or cause to be erected, any building on that portion of the Property within a distance of one hundred feet (100') from the intersection of centerline of any existing operating railroad line in order to maintain proper sight clearance for the safe operation of CSX's trains, locomotives and rail equipment; nor shall Authority, its successors and assigns, amend, alter or modify any survey description of the clear sight area, nor cause the same to be amended, altered or modified; provided, however, nothing herein shall prohibit Authority from erecting any roadway or related improvements in accordance with its plans therefor.

(F) NOISE ABATEMENT: Authority, its successors or assigns, hereby covenants and agrees with CSX that CSX shall not be required to erect or maintain any noise abatement or sound reduction structures along any boundary lines between the Property and the adjacent land(s) of CSX or of any other company affiliated with CSX; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such noise abatement or sound reduction structures or any part hereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any noise abatement or sound reduction structures. Authority assumes all liability and responsibility respecting noise abatement or sound reduction structures.

(G) FREIGHT RESTRICTION: Authority hereby covenants that it, its successors, heirs, legal representatives or assigns, shall not use the Property, or any portion thereof, for railroad freight service nor to support the offering or performance of railroad freight service by any carrier other than CSX, its successors and/or assigns

The covenants set forth above are Covenants in Gross and any future release or partial release thereof must be obtained through consent from Grantor, its successors or assigns.

CSX DOES HEREBY EXCEPT AND RESERVE unto itself, its successors and assigns, the following easements, rights and interests:

(A) EXCEPTING unto CSX all oil and gas, and the constituents of each, underlying the Property; and reserving the right for CSX, its successors and assigns, to remove the same; provided, however, CSX will not drill or permit drilling on the surface of the Property.

(B) EXCEPTING unto CSX OR CSX's Lessee, the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", IF PRESENT within and on the Property; TOGETHER WITH the right of ingress and egress to and from the Track for the purpose of removal which SHALL NOT be at CSX's expense. Said reserved easement shall automatically terminate and all title in the Property vest in Authority upon the cessation of use and removal of the Track by CSX, CSX's Lessee or contractor of either.

(C) EXCEPTING unto CSX OR CSX's Lessee, the ownership in and to all existing signal and/or communication poles, wires, guys, etc., IF PRESENT within or on the Property and RESERVING unto CSX OR CSX's Lessee, an easement to remove or have removed by CSX or CSX's Lessee or either's designee, any existing signal and/or communication pole line, wires, guys, etc.; TOGETHER WITH the right of ingress and egress to and from the reserved signal easement. Any such removal SHALL NOT be at CSX's expense. Said reserved easement shall automatically terminate and all title in the Property vest in Authority upon the cessation of use and removal of the Track by CSX, CSX's Lessee or contractor of either.

3. <u>Term and Termination of Restriction</u>. It is the intention of Authority that the restrictions and covenants set forth in this Declaration shall constitute a covenant running with the land and servitude on the Property during the term of this Declaration, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Authority and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. This Declaration shall continue in perpetuity, unless otherwise modified in a written agreement signed by Authority and CSX and recorded in the public records of Orange County, Florida.

IN WITNESS WHEREOF, Authority has caused this instrument to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES:

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY,

a public corporation and an agency of the State of Florida

By: Name: Title: -

APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: Cassel, Attorneys at Law

Date:

STATE OF FLORIDA COUNTY OF ORANGE



(Signature of Notary Public)

mazzillo Darlogi

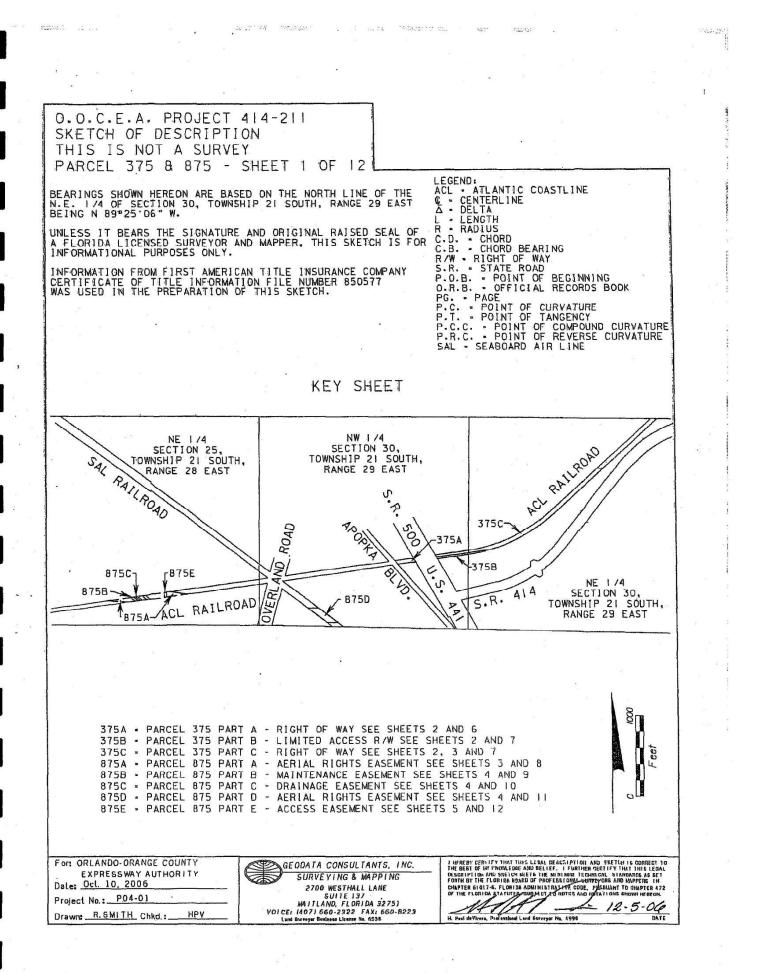
(Typed name of Notary Public) Notary Public, State of Florida Commission No. **DD.384657** My commission expires: **3/25707**

COMPOSITE EXHIBIT "A"

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0.0.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375 & 875 - SHEET 2 OF 12

PARCEL 375 PART A, RIGHT OF WAY

THAT PART OF THE NORTHWEST 1 /4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT.A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE NORTH B8°47'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF I58.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF APOPKA BOULEVARD; THENCE NORTH 40°52'59" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF ID56.78 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40°52'59" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 59.50 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 232.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE SOUTH 29°26'36" EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 53.70 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILNEAD COMPANY RIGHT OF WAY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 51.70 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILNEAD COMPANY RIGHT OF WAY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 53.70 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILNEAD COMPANY RIGHT OF WAY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 51.77 FEET TO THE POINT OF BEGINNING; CONTAINING 11305 SOUARE FEET, MORE OR LESS. THENCE NORTH DF 158.46 FEET TO

AND

PARCEL 375 PART B, LIMITED ACCESS RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE SOUTH 88°47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST OUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 22.58 FEET; THENCE NORTH 81°53'39" EAST A DISTANCE OF 674.52 FEET TO A POINT ON AFOREMENTIONED SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY LINE A DISTANCE OF 22.58 THENCE CONCAVE TO THE NORTH HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 288.78 FEET WHICH BEARS SOUTH 71°39'32" WEST, THENCE RUN WESTERLY 289.05 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'35" TO THE POINT OF TANGENCY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF TARGENCY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 378.31 FEET TO THE POINT OF BEGINNING; CONTAINING 12209 SOUARE FEET, MORE OR LESS.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 414 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

AND

PARCEL 375 PART C, RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE SOUTH B8°47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST CUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 22.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 31.11 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH

CONTINUED ON SHEET 3

For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY Date: Oct. 10, 2005	LEGAL DESCRIPTION	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING
Project No.: P04-01 Drawn: R.S.MITH_Chkd.: HPV		2700 WESTHALL IANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE (407) 660-2322 FAX: 660-8223 Led Surver Bubbes 100-85

0.0.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375 & 875 - SHEET 3 OF 12

CONTINUED FROM SHEET 2

Strength of the

BI°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 397.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1884.82 FEET AND A CHORD OF 1125.46 FEET WHICH BEARS NORTH 64°34'03" EAST: THENCE RUN EASTERLY 1142.89 FEET ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°4'31" TO THE POINT OF TANGENCY: THENCE NORTH 47°11'48" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 793.92 FEET TO A POINT ON A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30; THENCE SOUTH 89°15'45" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 72.58 FEET TO A POINT ON AFOREMENTIONED SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE SOUTH 47°11'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 846.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 876.48 FEET WHICH BEARS SOUTH 60°17'16" WEST; THENCE RUN SOUTHWESTERLY 884.15 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°10'57" TO A POINT; THENCE SOUTH 81°53'39" WEST A DISTANCE OF 674.52 FEET TO THE POINT OF BEGINNING; CONTAINING 2.436 ACRES, MORE OR LESS.

AND

PARCEL 875 PART A. AERIAL RIGHTS EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

DESCRIBED AS: COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH B6*47'51" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION A DISTANCE OF 2559.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.0D FEET TO THE SOUTHWEST CORNER OF THE EAST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD AND THE POINT OF BEGINNING; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 269.21 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7549.44 FEET AND A CHORD OF 253.24 FEET WICH BEAS. NORTH 86*40'27" WEST, THENCE RUN WESTFELY 253.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°55'19" TO A POINT ON THE NORTH AFORESAID WEST LINE OF THE FAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 61*55'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 524.94 FEET TO A POINT ON THE NORTH AFORESAID WEST LINE OF THE FAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH AFORESAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH AFORESAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; TO A POINT ON THE AFORESAID WEST LINE AD DISTANCE OF 5.24.94 FEET TO A POINT ON THE AFORESAID WEST LINE AD DISTANCE OF 5.24.94 FEET TO A POINT ON THE AFORESAID WEST LINE AD DISTANCE OF 5.24.94 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE FAST LINE AD DISTANCE OF 5.24.94 FEET TO A POINT ON THE AFORESAID WEST LINE ADDISTANCE OF THE NORTHEAST I/4 OF SECTION 25; THENCE NORTH BIS5'19" EAST ALONG THE NEGT CURVE THROUGH A CENTRAL ANGLE

AND

CONTINUED ON SHEET 4

For: ORLANDO-ORANGE COUNTY GEODATA CONSULTANTS, INC. EXPRESSWAY AUTHORITY SURVEYING & MAPPING LEGAL DESCRIPTION Date: Oci. 10, 2006 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 3275) VOICE: (407) 660-2322 FAX: 660-8223 Lond Burveyn Runhers Lienze Na. 5556 Project No.: P04-01 Drawn: R.SMITH Chkd .: HPV

0.0.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375 & 875 - SHEET 4 OF 12

CONTINUED FROM SHEET 3

PARCEL 875 PART B, MAINTENANCE EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 123.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 81°56'19" WEST A DISTANCE OF 60.42 FEET; THENCE NORTH 56°36'10" WEST A DISTANCE OF 75.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH BI°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 60.42 FEET; THENCE NORTH S6°36'10" WEST A DISTANCE OF 75.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH BI°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 60.42 FEET; THENCE SOUTH S6°36'10" FEET AT DISTANCE OF 75.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH BI°56'19" EAST ALONG SAID NORTH RICHT OF WAY LINE A DISTANCE OF 60.42 FEET; THENCE SOUTH 56°36'10" EAST A DISTANCE OF 75.52 FEET TO THE POINT OF BEGINNING; CONTAINING 3021 SOUARE FEET, MORE OR LESS.

AND

PARCEL 875 PART C, DRAINAGE EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS;

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FOOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 99.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 81°56'19" WEST A DISTANCE OF 46.03 FEET; THENCE NORTH 57°23'21" WEST A DISTANCE OF 76.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 46.03 FEET; THENCE SOUTH 81°56'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 46.03 FEET; THENCE SOUTH STORY 23'21" WEST A DISTANCE OF 76.72 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 46.03 FEET; THENCE SOUTH 57°23'21" WEST A DISTANCE OF 76.72 FEET TO A POINT ON THE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 46.03 FEET; THENCE SOUTH 57°23'21" SAST A DISTANCE OF 76.72 FEET TO THE POINT OF BEGINNING; CONTAINING 2302 SOUARE FEET, MORE OR LESS.

AND

PARCEL 875 PART D, AERIAL RIGHTS EASEMENT

THAT PART OF SECTION 3D, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 1526.09 FEET TO A POINT ON THE NORTHWEST ERLY RIGHT OF WAY LINE, FORMERLY SEABOARD AIR LINE RAILWAY COMPANY; THENCE NORTH 52°41'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 85.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°57'14" WEST A DISTANCE OF 131.85 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE, FORMERLY SEABOARD AIR LINE RAILWAY COMPANY; THENCE NORTH 52°41'27" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 293.23 FEET; THENCE NORTH 52°41'27" WEST ALONG SAID RIGHT 0F WAY LINE A DISTANCE OF 293.23 FEET; THENCE NORTH 52°41'27" WEST ALONG SAID RIGHT TO A POINT ON THE AFORESAID NORTHEASIERLY RIGHT OF WAY LINE; THENCE SOUTH 52°41'27" EAST A DISTANCE OF 293.69 FEET TO THE POINT OF BEGINNING; CONTAINING 0.539 ACRES, MORE OR LESS.

CONTINUED ON SHEET 5

For: ORLANDO-DRANGE COUNTY EXPRESSWAY AUTHORITY Date: Oct. 10, 2006 Project No.: P04-01	LEGAL DESCRIPTION	GEODATA CONSULTANTS. INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLANO, FLORIDA 32751
Drawn: R.SMITH_Chkd.: HPV		VOICE: (407) 560-2322 FAX: 660-8223 Land Surveyor Businesk License Na. 5556

O.O.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375 - SHEET 5 OF 12

CONTINUED FROM SHEET 4

AND

PARCEL 875 PART E, ACCESS (INGRESS/EGRESS) EASEMENT

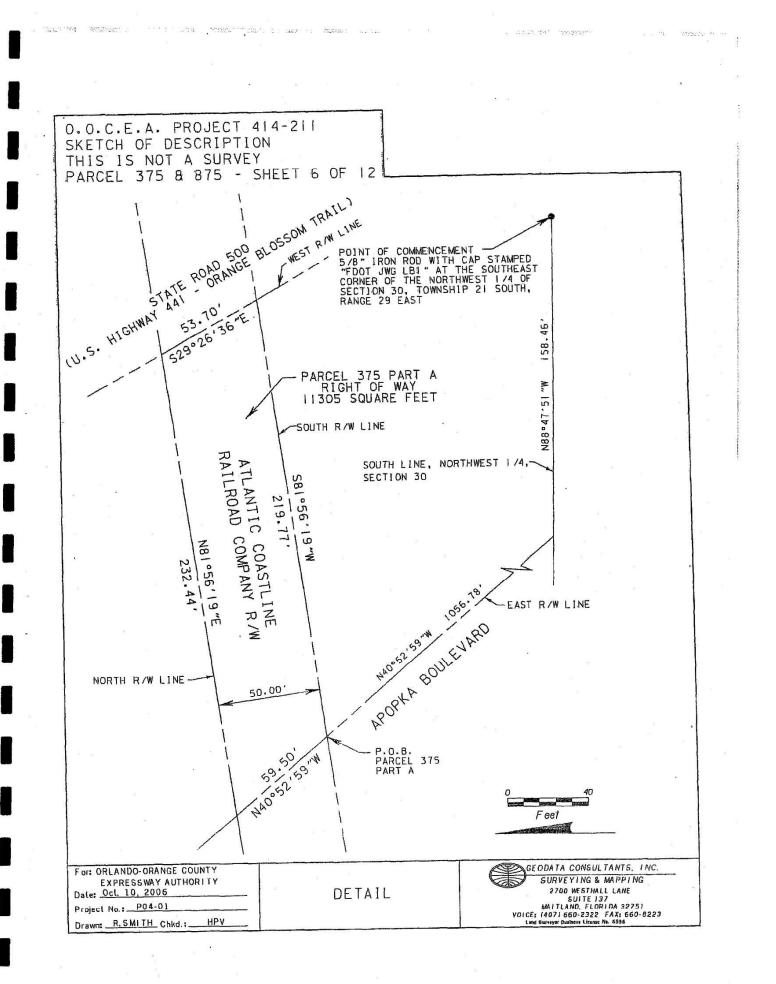
THAT PART OF SECTION 25. TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

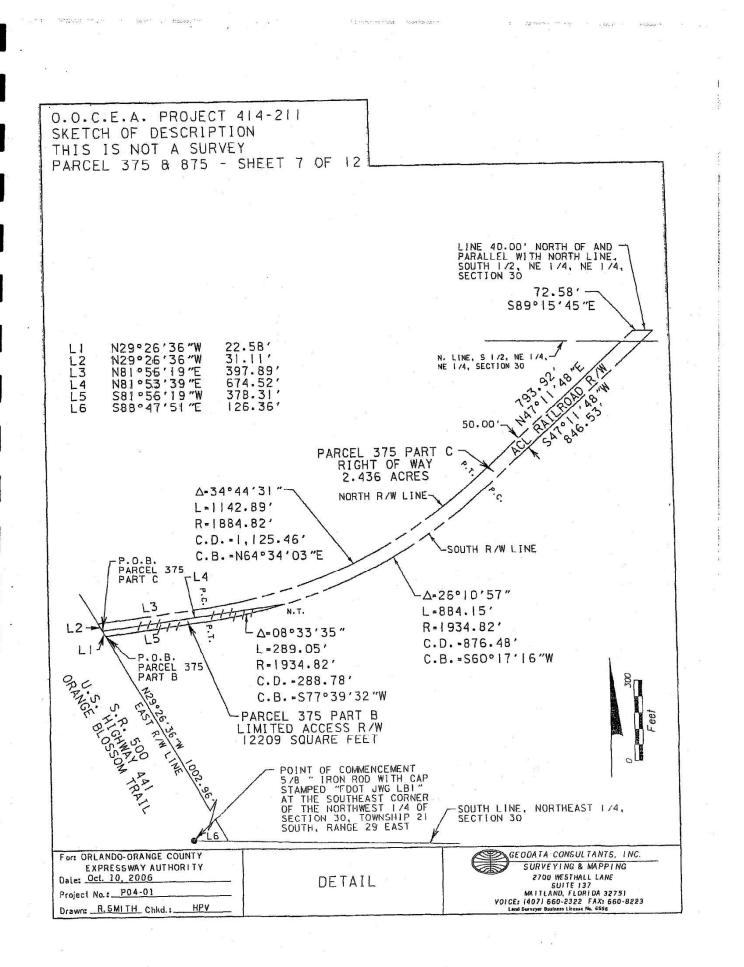
COMMENCE AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 314.86 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID SOUTH NGHT OF WAY LINE A DISTANCE OF 174.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°24'14" WEST A DISTANCE OF 60.02 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET; THENCE SOUTH 09°24'14" EAST A DISTANCE OF 60.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET; THENCE SOUTH 09°24'14" EAST A DISTANCE OF 60.02 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COASTLINE RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET; THENCE SOUTH 09°24'14" EAST A DISTANCE OF 60.02 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING; CONTAINING 1800 SQUARE FEET, MORE OR LESS.

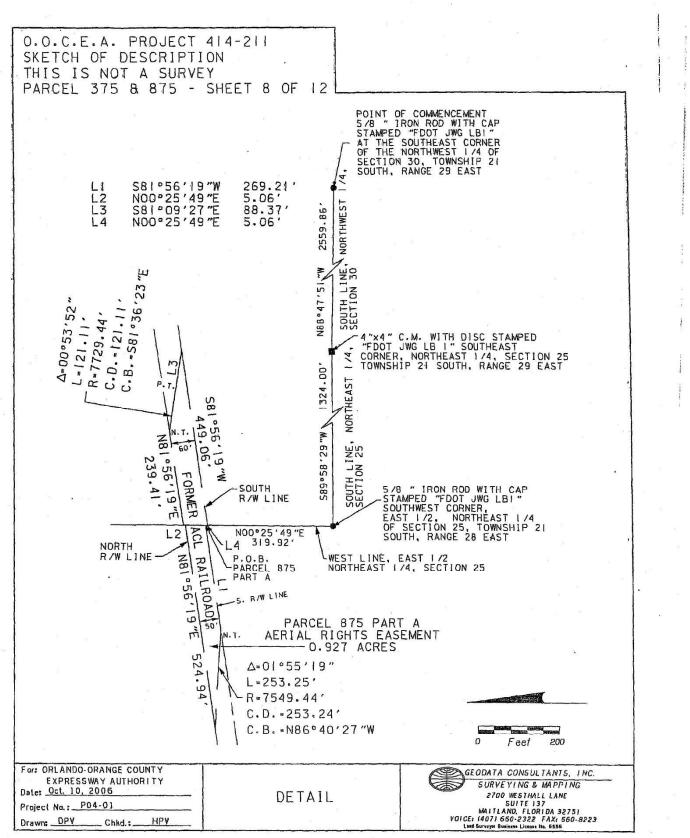
For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY Dale: Oct. 10, 2006 Project No.: PO4-01 Drawn: R.SMITH_Chkd.: HPV

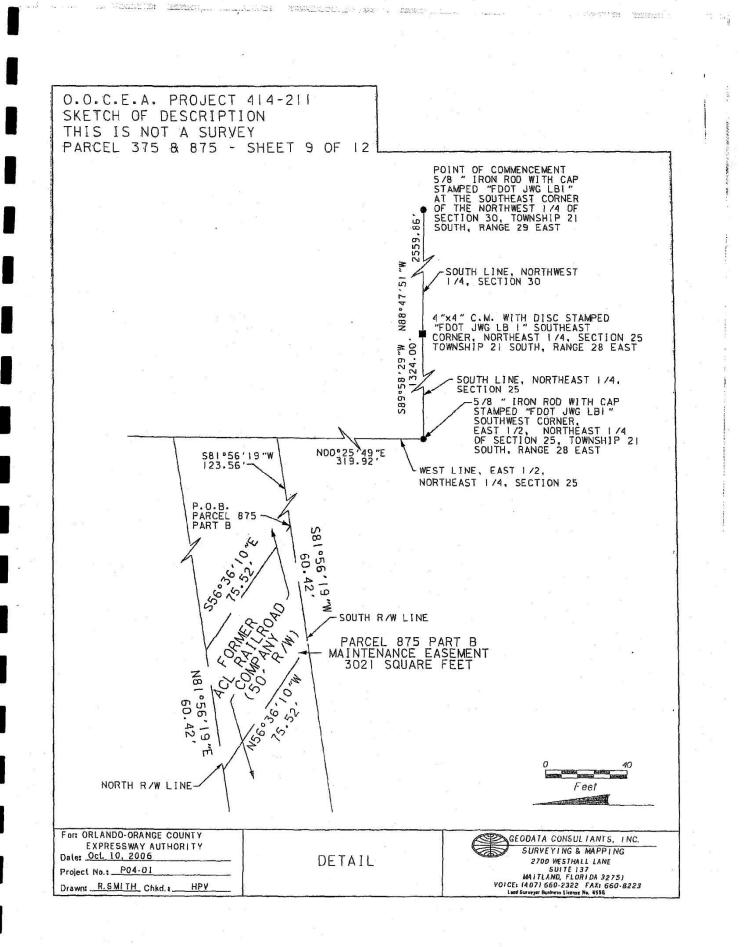
LEGAL DESCRIPTION

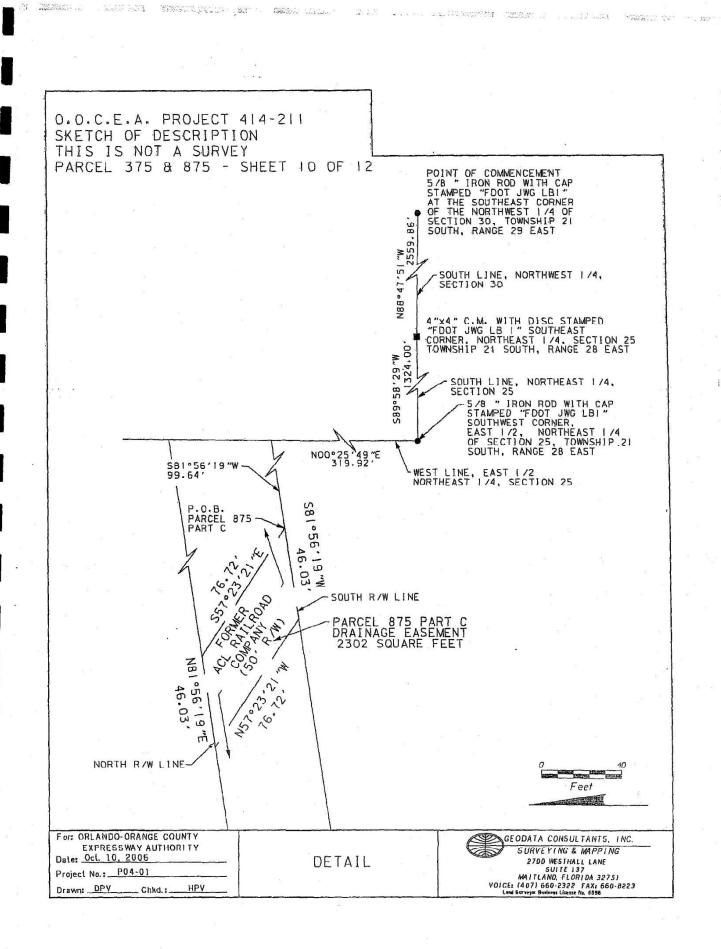
GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VDICE: (407) 660-2322 FAX: 660-8223 Lond Butveyer Budmes Liense Ma 6556

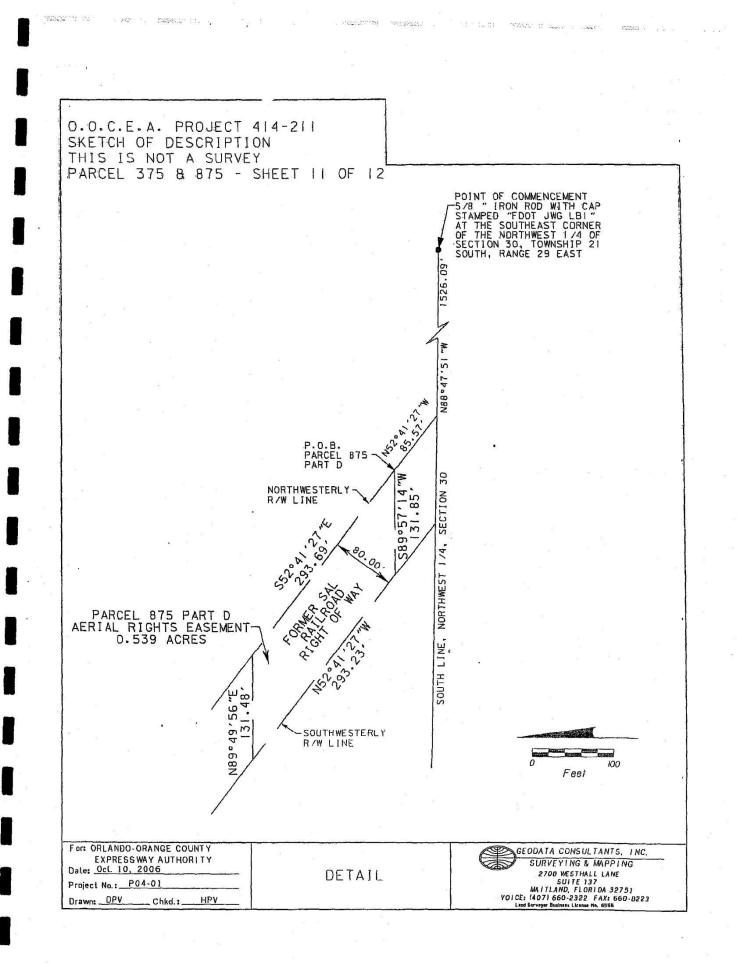


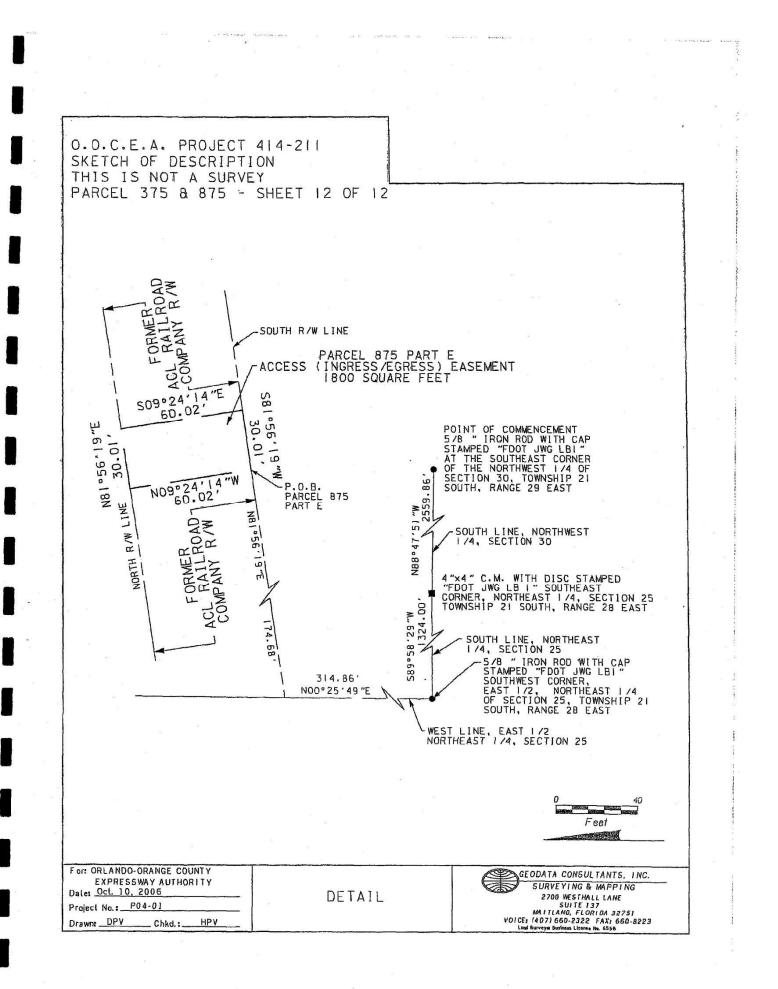


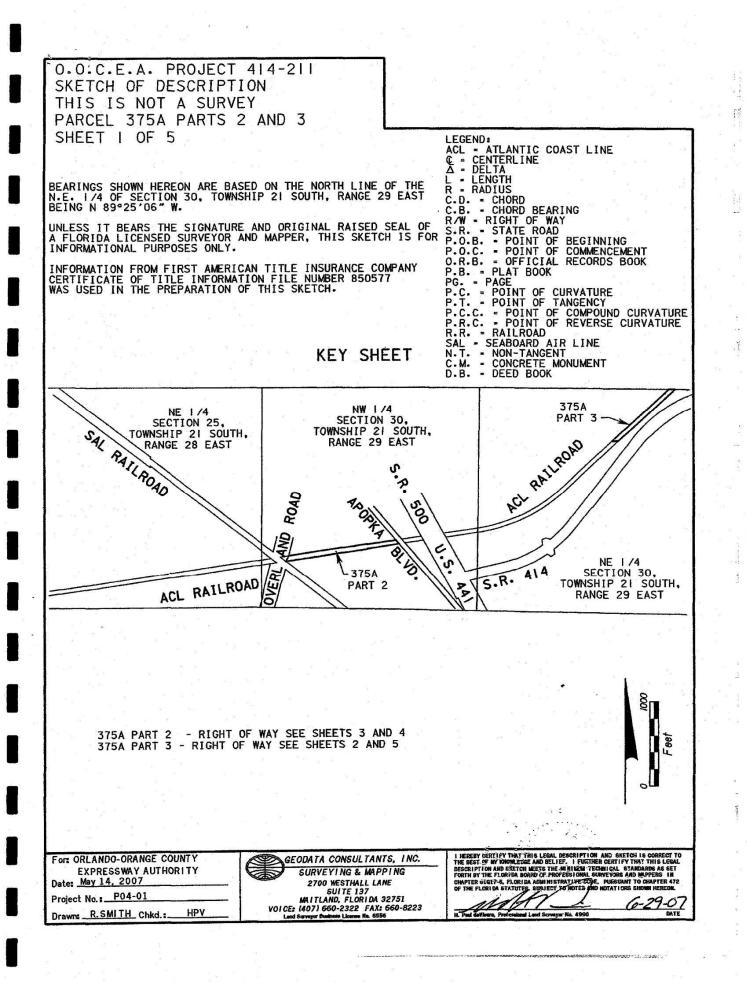












0.0.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375A PARTS 2 AND 3 SHEET 2 OF 5

PARCEL 375A PART 2, RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 4 "X4" CONCRETE MONUMENT WITH DISC STAMPED "FDOT JWG LB 1" AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30; THENCE NORTH 00°15'23" EAST ALONG THE WEST LINE OF NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST A DISTANCE OF 501.78 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 293.29 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FORMER SEABOARD AIR LINE (SAL) RAILWAY COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 52°41'27" WEST ALONG SAID NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 84.31 THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1045.19 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1045.19 FEET TO A POINT; THENCE SOUTH 00°31'08" WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE NORTH 81°56'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 342.53 FEET TO A POINT; ON THE WESTERLY RIGHT OF WAY LINE OF APOPKA BOULEVARD (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 59.50 FEET TO A POINT ON SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE; THENCE SOUTH 81°56'19" 60°31'08" WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 342.53 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF APOPKA BOULEVARD (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 59.50 FEET TO A POINT ON SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 382.32 FEET TO A POINT; THENCE SOUTH 00°31'08" WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTHERLY RI

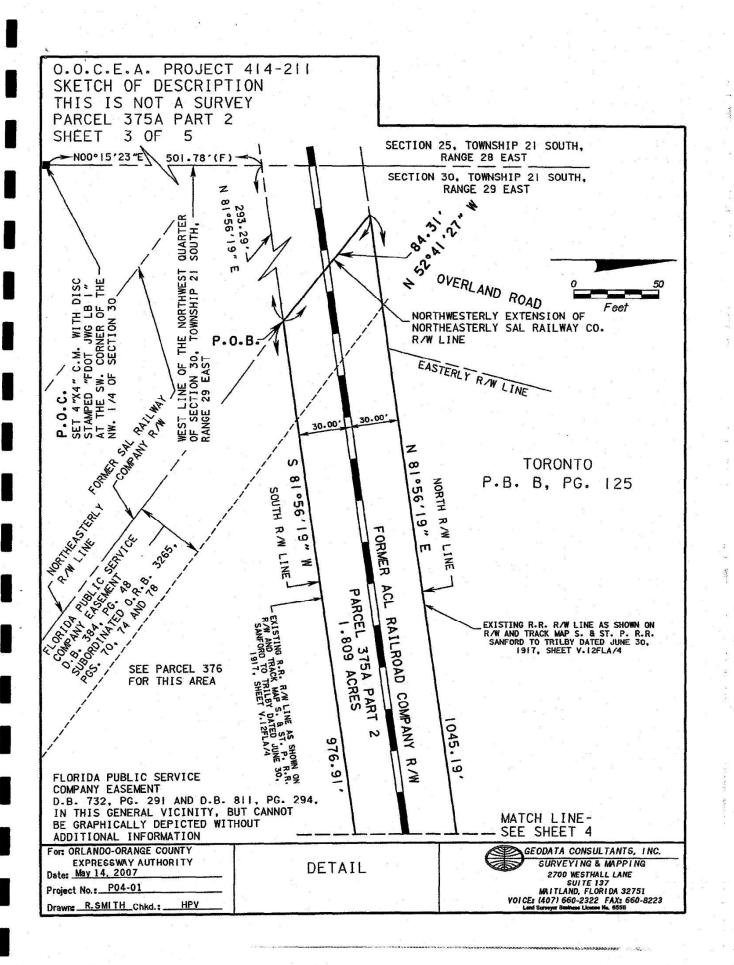
AND

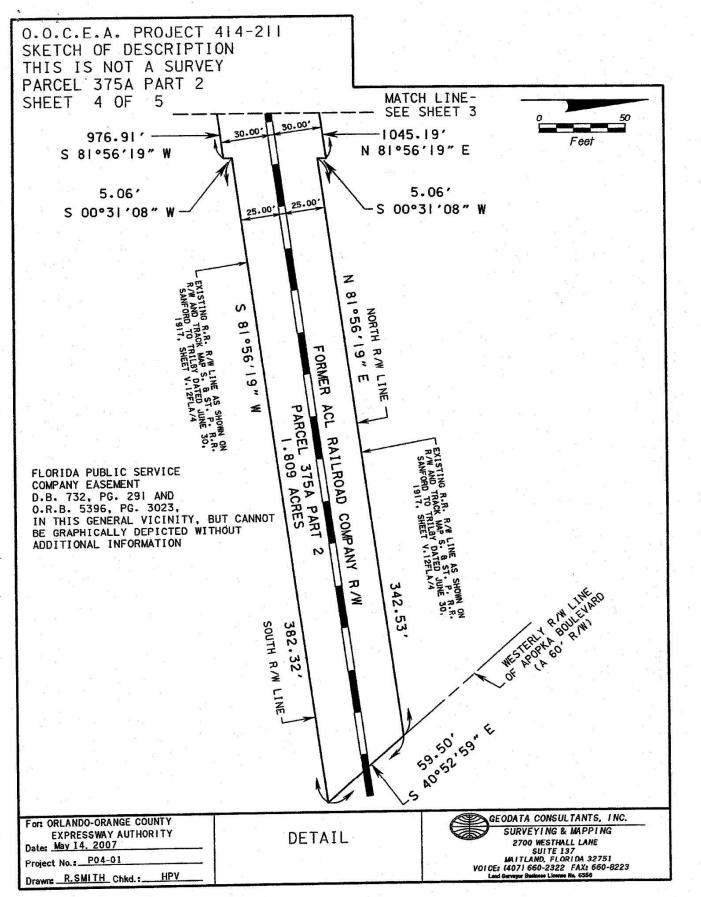
PARCEL 375A PART 3, RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

DESCRIBED AS: COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE SOUTH 88*47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH 30°56'19" EAST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY: THENCE NORTH 30°56'19" EAST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY: THENCE NORTH 30°56'19" EAST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY: THENCE RUN NORTHEASTERLY 1173.20 FEET ALONG SAID EAST WHICH BEARS NORTH 64°34'03" EAST; THENCE RUN NORTHEASTERLY 1173.20 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°44'31" TO THE POINT OF TANGENCY; THENCE NORTH 47°11'48" EAST ALONG AFOREMENTIONED SOUTHERLY LINE OF THE ATLANTIC COASTLINE RAILROAD RIGHT OF WAY A DISTANCE OF 846.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°15'45" WEST DEPARTING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 907.16 FEET TO A POINT ON THE NORTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH 47°11'48" EAST ALONG SAID NORTHELRY RIGHT OF WAY LINE A DISTANCE OF 907.16 FEET TO A POINT ON THE NORTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE OF 72.79 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 907.16 FEET TO A POINT ON THE NORTHERLY LINE; THENCE SOUTH 89°25'26" EAST ALONG SAID COUNTY LINE A DISTANCE OF 72.79 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 47°11'48" WEST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE OF 907.45 FEET TO THE POINT OF BEGINNING; CONTAINING 1.041 ACRES, MORE OR LESS.

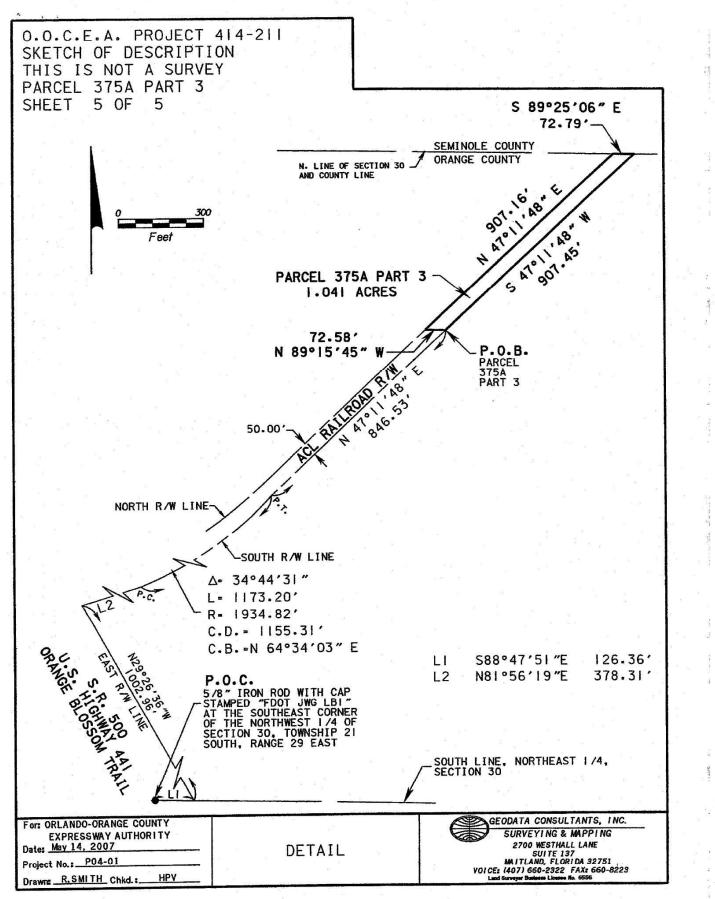
	34	
For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY Date: May 14, 2007 Project No.: P04-01 Drawn: R.SMITH_Chkd.: HPV	LEGAL DESCRIPTION	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (A07) 560-2322 FAX: 660-8223 Land GUTYBY Bunkme Ukawa Na. 5556





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SKETCH AND LEGAL DESCRIPTION ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY VICK ROAD EXTENSION PROJECT NUMBER 429-200B PARCEL NO. 375 PARTS D & E ESTATE: FEE SIMPLE PURPOSE: RIGHT OF WAY

LEGAL DESCRIPTION:

PARCEL 375 Part D

SKFTCH

TAKE

RW TAKEICSX RW

ol429-200B\Percels\CSX

Bivd\Final Design

Mailland

A portion of the Northeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast comer of said Section 8 as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Western Beltway, State Road 429, Project No. 75320-6460-607; thence N 89°20'38"W along the North line of said Section 8, for 1314.99 feet to the Northwest comer of Northeast 1/4 of the Northeast 1/4 of said Section 8; thence S 00°14'14"W along the West line of said Northeast 1/4 of the Northeast 1/4, for 186.73 feet to a point on the Northerly right-of-way line of the CSX Transportation, Inc. Railroad as shown on said Right of Way Map, being a non-tangent curve to the right, concave Southwesterly and having a radius of 2,812.12 feet; thence leaving said West line from a tangent bearing of S 61°31'59"E, along said Northerly right-of-way line through a central angle of 07°12'50" for 354.06 feet to the point of tangency; thence S 54°19'09"E along said Northerly right-of-way line for 500.64 feet; thence leaving said Northerly right-of-way line S 18°23'12"W for 19.23 feet to the POINT OF BEGINNING; thence S 54°18'00"E for 103.54 feet; thence S 18°31'11"W for 16.75 feet; thence N 54°18'00"W for 27.76 feet to the Southeast corner of an existing Orlando-Orange County Expressway Authority right-of-way as described in Official Records Book 5884, Page 4138 of the Public Records of Orange County, Florida; thence along said Orlando-Orange County Expressway Authority right-of-way the following three courses, N 35°42'00"E for 14.00 feet; thence N 54°18'00"W for 56.00 feet; thence S 35°42'00"W for 14.00 feet; thence leaving said Orlando-Orange County Expressway Authority right-of-way N 54°18'00"W for 19.74 feet; thence N 18°23'12"E for 16.76 feet to the POINT OF BEGINNING.

Containing 872 square feet more or less.

AND PARCEL 375 Part E

A portion of the Northeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Western Beltway, State Road 429, Project No. 75320-6460-607; thence N 89°20'38"W along the North line of said Section 8, for 1314.99 feet to the Northwest corner of Northeast 1/4 of the Northeast 1/4 of said Section 8; thence S 00°14'14"W along the West line of said Northeast 1/4 of the Northeast 1/4, for 323.82 feet to a point on the Southerly right-of-way line of the CSX Transportation, Inc. Railroad as shown on said Right of Way Map, being a non-tangent curve to the right, concave Southwesterly and having a radius of 2,692.12 feet; thence leaving said West line from a tangent bearing of S 60°09'10"E, along said Southerly right-of-way line through a central angle of 05°50'01" for 274.10 feet to the point of tangency; thence S 54°19'09"E along said Southerly right-of-way line for 538.01 feet; thence leaving said Southerly right-of-way line N 18°23'12"E for 20.56 feet to the POINT OF BEGINNING; thence continue N 18°23'12"E for 16.76 feet; thence S 54°18'00"E for 23.92 feet to the Northwest corner of an existing Orlando-Orange County Expressway Authority right-of-way as described in Official Records Book 5884, Page 4138 of the Public Records of Orange County, Florida; thence along said Orlando-Orange County Expressway Authority right-of-way the following three courses, S 35°42'00"W for 14.00 feet; thence S 54°18'00"E for 56.00 feet; thence N 35°42"00"E for 14.00 feet; thence leaving said Orlando-Orange County Expressway Authority right-of-way the following three courses, S 35°42'00"W for 14.00 feet; thence S 54°18'00"E for 56.00 feet; thence N 35°42"00"E for 14.00 feet; thence leaving said Orlando-Orange County Expressway Authority right-of-way, S 54°18'00"E for 23.46 feet; thence S 18°31'11"W for 16.75 feet; thence N 54°18'00"W for 103.33 feet to the POINT OF BEGINNING.

Containing 870 square feet more or less. Containing 1742 square feet total more or less.

THIS IS NOT A SURVEY

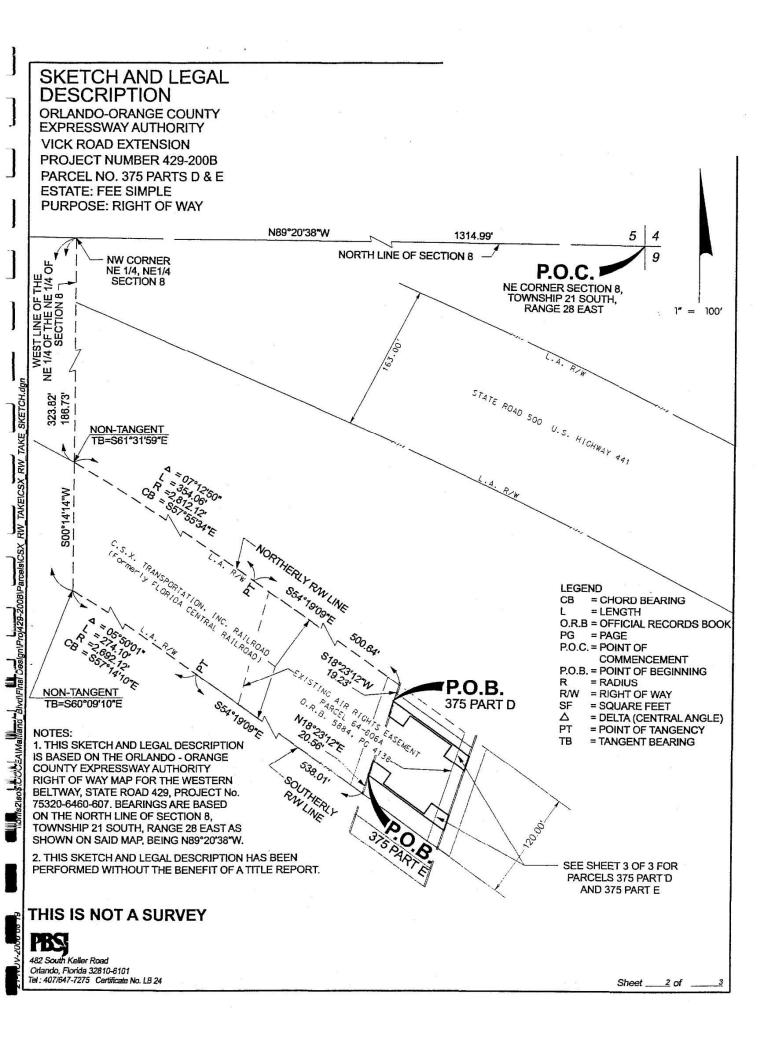
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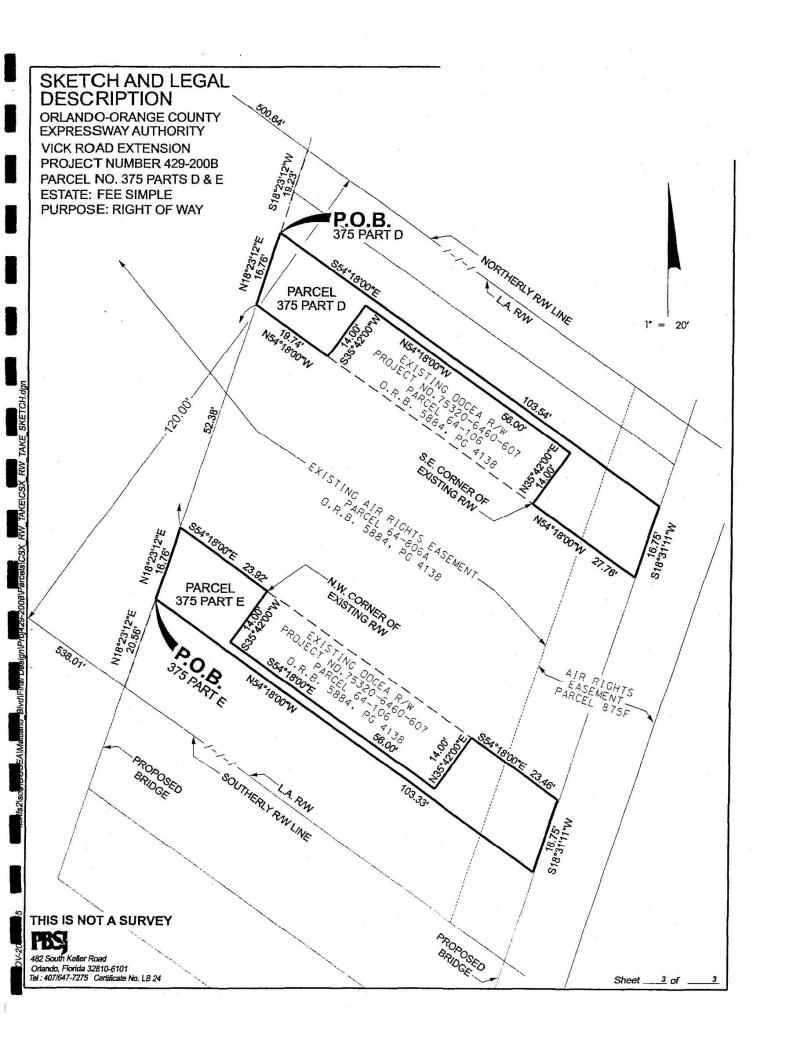
MICHAEL E. BURNETT Professional Surveyor and Mapper Florida Certificate No. 4761 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAJED SEANCHARD MAPPER

Date:	11/21/2006
Scale:	NA
Job No.:	071635.23
F.B.:	N/A
Drawn By:	ННН
Ckd. By:	MEB
and the second sec	of3

482 South Keller Road Orlando, Florida 32810-6101 Tel : 407/647-7275 Certificate No. LB 24

1.1





SKETCH AND LEGAL DESCRIPTION ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY VICK ROAD EXTENSION PROJECT NUMBER 429-200B PARCEL NO. 875 PART F ESTATE: EASEMENT PURPOSE: AIR RIGHTS ONLY

LEGAL DESCRIPTION:

A portion of the Northeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8 as shown on the Orlando-Orange County Expressway Authority Right of Way Map for the Western Beltway, State Road 429. Project No. 75320-6460-607; thence N 89°20'38"W along the North line of said Section 8. for 1314.99 feet to the Northwest corner of Northeast 1/4 of the Northeast 1/4 of said Section 8; thence S 00°14'14"W along the West line of said Northeast 1/4 of the Northeast 1/4, for 186.73 feet to a point on the Northerly right-of-way line of the CSX Transportation. Inc. Railroad as shown on said Right of Way Map, being a non-tangent curve to the right, concave Southwesterly and having a radius of 2,812.12 feet; thence leaving said West line from a tangent bearing of S 61°31'59"E, along said Northerly right-of-way line through a central angle of 07°12'50" for 354.06 feet to the point of tangency; thence S 54°19'09"E along said Northerly right-of-way line for 589.92 feet to the East line of Parcel 64-806A, an existing Air Rights Easement, according to the Stipulated Final Judgment recorded in Official Records Book 5884, Page 4138, of the Public Records of Orange County, Florida, for the POINT OF BEGINNING; thence continue S 54°19'09"E along said Northerly right-of-way line for 30.00 feet; thence leaving said Northerly right-of-way line S 18°31'11"W for 125.59 feet to the Southerly right-of-way line of said CSX Transportation, Inc. Railroad: thence N 54°19'09"W along said Southerly right-of-way line for 30.00 feet to said East line of Parcel 64-806A; thence leaving said Southerly right-of-way line N 18°31'11"E along said East line, for 125.59 feet to the POINT OF BEGINNING.

Containing 36,000 square feet more or less.

THIS IS NOT A SURVEY

Michal Burn

MICHAEL E. BURNETT Professional Surveyor and Mapper Florida Certificate No. 4761 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAJED SEATO MAPPER
 Date:
 11/21/2006

 Scale:
 NA

 Job No.:
 071635.23

 F.B.:
 NA

 Drawn By:
 HHH / KW

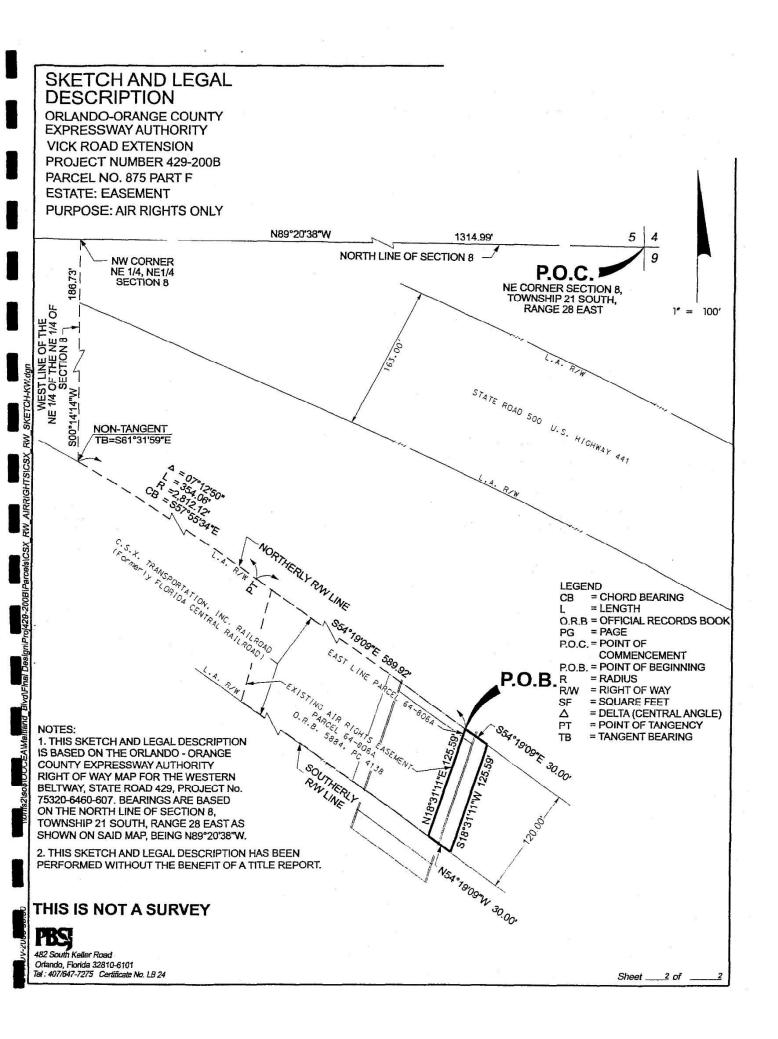
 Ckd. By:
 MEB

 Sheet
 1 of
 2

PBS

482 South Keller Road Orlando, Florida 32810-61D1 Tel : 407/647-7275 Certificate No. LB 24

RW AIRRIGHTSICSX RW SKETCH-KW.



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT No. 201

PARCEL 875 PART G

AIR RIGHTS EASMENT (PERPETUAL)

LEGAL DESCRIPTION

A parcel of land being a portion of the Central Florida Railroad Right of Way, situate in Section 1, Township 21 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Commencing at a 6 inch diameter concrete monument with hole in center (no I.D.) marking the Southwest corner of the Northeast ¼ of said Section 1; thence North 89°59'37" East 2,646.13 feet along the South line of the Northeast ¼ of said Section 1 to the Southeast corner of said Northeast ¼ of Section 1; thence North 00°09'29" East 951.76 feet along the East line of said Northeast ¼ of Section 1; thence departing said East section line, run North 89°50'31" West 9.29 feet to the existing Southwesterly right of way line of Central Florida Railroad (right of way width varies) for a **POINT OF BEGINNING;** thence North 53°46'08" West along said existing Southwesterly right of way line, a distance of 257.88 feet; thence departing said Southwesterly right of way line, run North 00°08'52" West 141.00 feet to the existing Northeasterly right of way line of said Central Florida Railroad; thence South 55°10'26" East 241.47 feet; thence departing said Northeasterly right of way line, run South 03°44'24" East 155.85 feet to the **POINT OF BEGINNING.**

Containing 0.674 acres, more or less.

September 6, 2006

SHEET 1 OF 5

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429 PROJECT No. 201

PARCEL 875 PART H

DRAINAGE EASMENT (PERPETUAL)

LEGAL DESCRIPTION

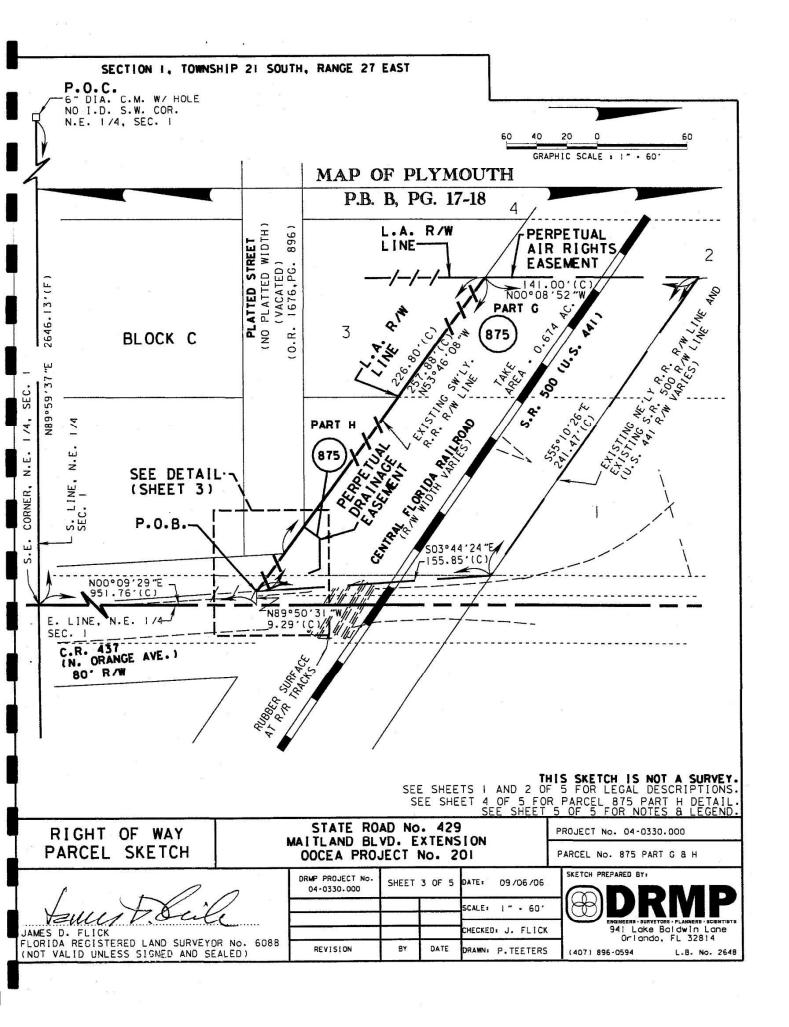
A parcel of land being a portion of the Central Florida Railroad Right of Way, situate in Section 1, Township 21 South, Range 27 East, Orange County, Florida, more particularly described as follows:

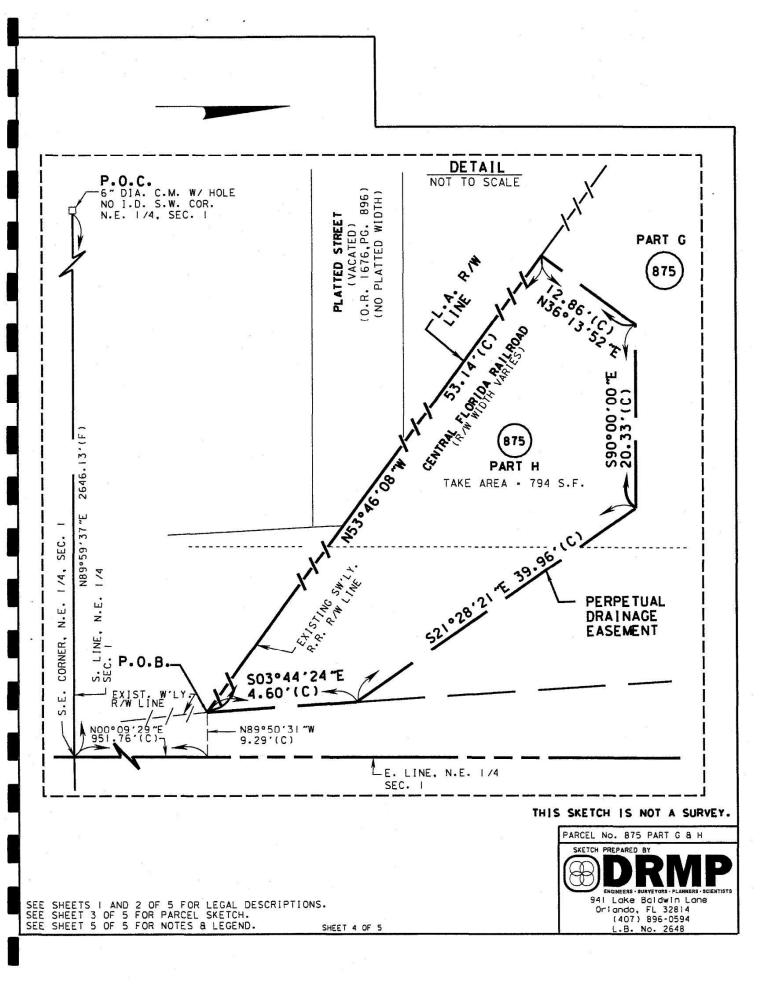
Commencing at a 6 inch diameter concrete monument with hole in center (no I.D.) marking the Southwest corner of the Northeast ¼ of said Section 1; thence North 89°59'37" East 2,646.13 feet along the South line of the Northeast ¼ of said Section 1 to the Southeast corner of said Northeast ¼ of Section 1; thence North 00°09'29" East 951.76 feet along the East line of said Northeast ¼ of Section 1; thence departing said East section line, run North 89°50'31" West 9.29 feet to the existing Southwesterly right of way line of Central Florida Railroad (right of way width varies) for a **POINT OF BEGINNING;** thence North 53°46'08" West along said Southwesterly right of way line, run North 36°13'52" East 12.86 feet; thence South 03°44'24" East 4.60 feet to the **POINT OF BEGINNING.**

Containing 794 square feet, more or less.

September 6, 2006

SHEET 2 OF 5



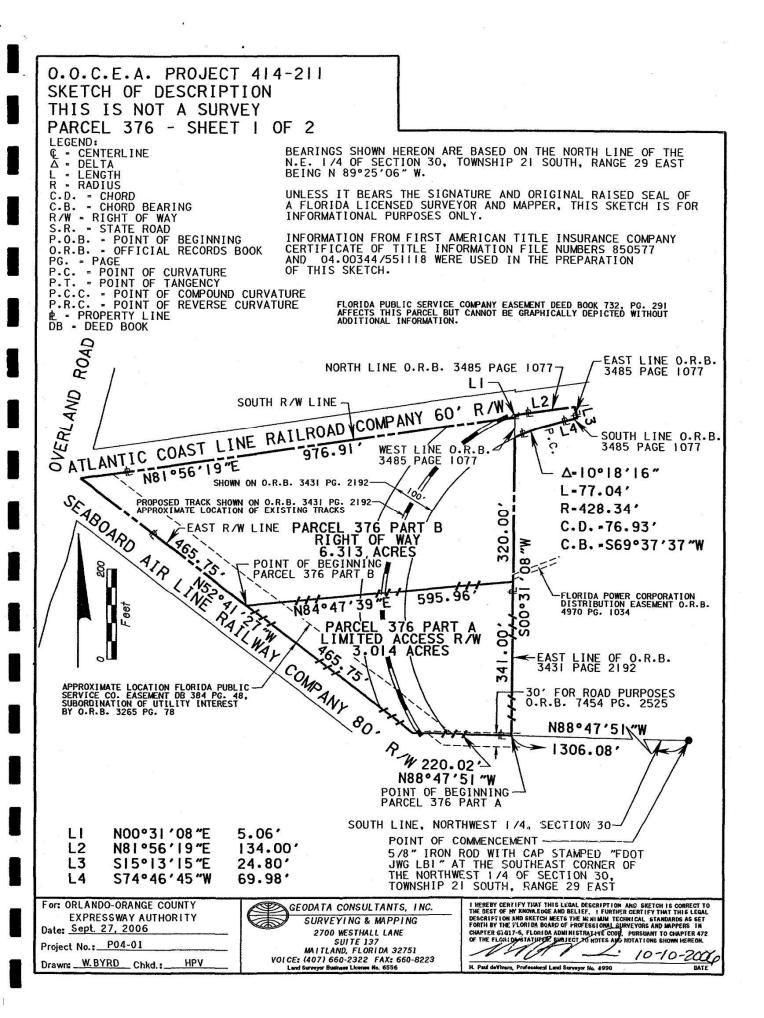


NOTES:

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990: THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 27 EAST AS BEING NORTH 00°09'29" EAST.
- 2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
- 3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
- 4. THIS SKETCH IS NOT A SURVEY.
- 5. THIS SKETCH AND DESCRIPTION HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CERTIFICATE OF TITLE.

LEGEND:

	P.O.B POINT OF BEGINNING
AC. = ACRE	
AVE AVENUE	P.O.C. = POINT OF COMMENCEMENT
(C) = CALCULATED DATA	P.B. = PLAT BOOK
COR. = CORNER	₽ = PROPERTY LINE
C.M. = CONCRETE MONUMENT	R.R. = RAILROAD
C.R. = COUNTY ROAD	(RT.) = RIGHT
DIA. = DIAMETER	R/W = RIGHT OF WAY
DRMP = DYER, RIDDLE, MILLS & PRECOURT, INC	SEC. = SECTION
EXIST EXISTING	S.R. = STATE RUAD
(F) = FIELD DATA	SW'LY. = SOUTHWESTERLY
I.D. = IDENTIFICATION	U.S. = UNITED STATES (HIGHWAY)
	W'LY. = WESTERLY
INC = INCORPORATED	W/ = WITH
L.A. = LIMITED ACCESS	S.F. = SQUARE FEET
L.B. = LICENSED (SURVEY) BUSINESS	2 1 0 10 10 10 10 10 10 10 10 10 10 10 10
NE'LY NORTH EASTERLY	a
NAD = NORTH AMERICAN DATUM	
No. = NUMBER	. ⁹
0.R. = OFFICIAL RECORDS(BOOK)	
OOCEA - ORLANDO-ORANGE COUNTY EXPRESSWAY AL	JIHUKIIT
PG. = PAGE	
2 B	
100 E	THIS SKETCH IS NOT A SURVEY.
	PARCEL NO. 875 PART G B H
1 · *	
	ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 941 Lake Baldwin Lane
SEE SHEETS I AND 2 OF 5 FOR LEGAL DESCRIPTIONS. SEE SHEET 3 OF 5 FOR PARCEL SKETCH.	Orlando, FL 32814
SEE SHEET 4 OF 5 FOR PARCEL SKEICH. SEE SHEET 4 OF 5 FOR PARCEL 875 PART H DETAIL. SHEET 5 OF	5 (407) 896-0594 L.B. No. 2648



O.O.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 376 - SHEET 2 OF 2

PARCEL 376 PART A LIMITED ACCESS RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1306.08 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3431 PAGE 2192 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°47'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE SEABOARD AIR LINE RAILWAY COMPANY; THENCE NORTH 52°41'27" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 465.75 FEET; THENCE NORTH 84°47'39" EAST A DISTANCE OF 595.96 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3431 PAGE 2192; THENCE SOUTH 00°31'08" WEST ALONG SAID EAST LINE A DISTANCE OF 341.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.014 ACRES, MORE OR LESS.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 414 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

AND PARCEL 376 PART B RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1306.08 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3431 PAGE 2192 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE NORTH 88°47'51" WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.02 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE SEABOARD AIR LINE RAILWAY COMPANY: THENCE NORTH 52°41'27" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 465.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 52°41'27" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 465.75 FEET TO TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY; THENCE NORTH 81°56'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 976.91 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3485 PAGE 1077 OF THE PUBLIC RECORDS OF ORANGE COUNTY: THENCE NORTH 00°31'08" EAST ALONG SAID WEST LINE A DISTANCE OF 5.06 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3485 PAGE 1077; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH LINE A DISTANCE OF 134.00 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3485 PAGE 1077; THENCE SOUTH 15°13'15" EAST ALONG SAID EAST LINE A DISTANCE OF 24.80 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3485 PAGE 1077; THENCE SOUTH 74°46'45" WEST ALONG SAID SOUTH LINE A DISTANCE OF 69.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 428.34 FEET AND A CHORD DISTANCE OF 76.93 FEET THAT BEARS SOUTH 69°37'37" WEST: THENCE RUN WEST ALONG SAID SOUTH LINE AND THE ARC OF SAID CURVE A DISTANCE OF 77.04 FEET THROUGH A CENTRAL ANGLE OF 10°18'16" TO A POINT ON THE EAST LINE OF AFOREMENTIONED LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3431 PAGE 2192; THENCE SOUTH 00°31'08" WEST ALONG SAID EAST LINE A DISTANCE OF 320.00 FEET; THENCE SOUTH 84°47'39" WEST A DISTANCE OF 595.96 FEET TO THE POINT OF BEGINNING, CONTAINING 6.313 ACRES, MORE OR LESS.

For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY Date: Sept. 27, 2006	LEGAL DESCRIPTION	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE
Project No. :P04-01		SUITE 137 MAITLAND, FLORIDA 32751
Drawn: W. BYRD Chkd. : HPV		VOICE: (407) 660-2322 FAX: 660-8223



PARKS AND RECREATION DIVISION Matt Suedmeyer, Division Manager 4801 West Colonial Drive • Orlando, FL 32808

4801 West Colonial Drive • Orlando, FL 32808 Telephone (407) 836-6200 • FAX (407) 296-5159 • E-mail: parksmail@ocfl.net

April 21, 2020

Ms. Laura Kelley, Executive Director Central Florida Expressway Authority Administration and Operations Building 4974 ORL Tower Road Orlando, FL 32807

Subject: Coast to Coast Trail

Dear Ms. Kelley:

The Orange County Parks and Recreation Division (County) seeks a recommendation of approval from the Right of Way Committee (Committee) to the CFX Board for County to acquire the following described lands owned by the Central Florida Expressway Authority (CFX).

County respectfully requests that the Executive Director commence the process of determining whether said lands can be placed on CFX's Surplus Property Lands Available List, in order to allow consideration of a transfer of surplus property to County pursuant to Section 125.38, Florida Statutes.

It is County's understanding that the Committee will review County's request and make a recommendation to the CFX Board regarding the future use of such lands, which recommendation may permit the surplus of said lands and a transfer of the same to County.

DESCRIPTION AND BACKGROUND

The property, which is a narrow strip of land being approximately 50 feet wide and approximately 3,275 feet long, runs in a southwest to northeast alignment from North Orange Blossom Trail to the Seminole County line, generally along the northwest side of State Road 414 a/k/a West Maitland Boulevard, in unincorporated Orange County, Florida. The property contains approximately 3.48 acres and bears Orange County Property Appraiser's Parcel Identification Number 30-21-29-0000-00-123.

The property was obtained by CFX as part of the lands acquired by that certain Stipulated Order of Taking and Stipulated Final Judgment recorded on September 25, 2007, in Official Records Book 9448, Page 4133, of the Official Records of Orange County, Florida.

PURPOSE

County intends to use the property primarily for a multi-use recreational trail and associated amenities as part of the Coast to Coast Trail project, a partnership between County and the Florida Department of Transportation; County also will use the property for utility purposes.

VALUATION

County requests that the property be conveyed by CFX to the County as a donation, at no cost (other than recording fees). County is willing to accept a restrictive covenant on the property, with a reverter, limiting use of the property to the purposes set forth above.

REQUESTED ACTION

County respectfully seeks the Executive Director's assistance and the Committee's recommendation to initiate the process to declare said lands surplus, in order to transfer the property identified as Property Appraiser's Tax Identification No. 30-21-29-0000-00-123 to County by virtue of quitclaim deed.

Sincerely,

Matt Such

Matt Suedmeyer, Manager Orange County Parks and Recreation Division

Attachments: Property Appraiser's Parcel Record Card Stipulated Order of Taking and Stipulated Final Judgement

c: Paul Sladek, Manager, Real Estate Management Division



Dewberry Engineers Inc. | 407.843.5120 800 N. Magnolia Ave, Suite 1000

407.649.8664 fax Orlando, FL 32803 www.dewberry.com

April 23, 2020

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

TRANSFER OF PROPERTY RE: Project 414-211 CFX Parcel 414 Parcels 375A Part 3 & 375 C SR 414 and US 441 Interchange

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

- 1. We have reviewed the limits of the parcels known as SR 414-211-375A Part 3 and 375 C or Tax ID 30-21-29-0000-00-123 described in Exhibit A and attached. These parcels were purchased as non-limited access right of way within the SR 414 Project. In our opinion, we certify that these parcels are no longer essential to the operation of the CFX system and would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
- 2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

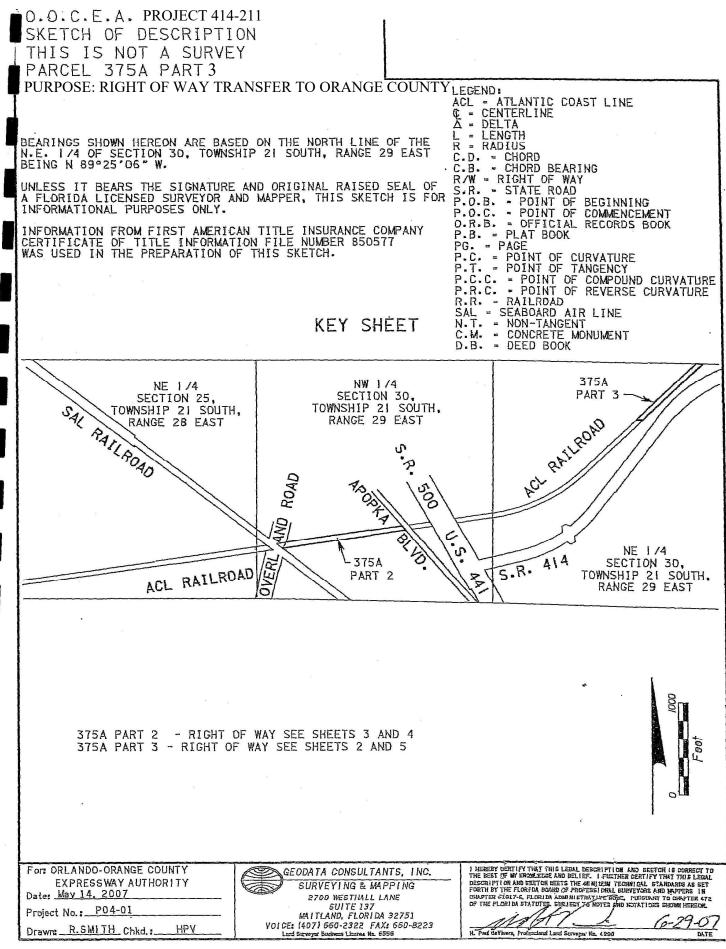
Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E. Program Manager

Attachments

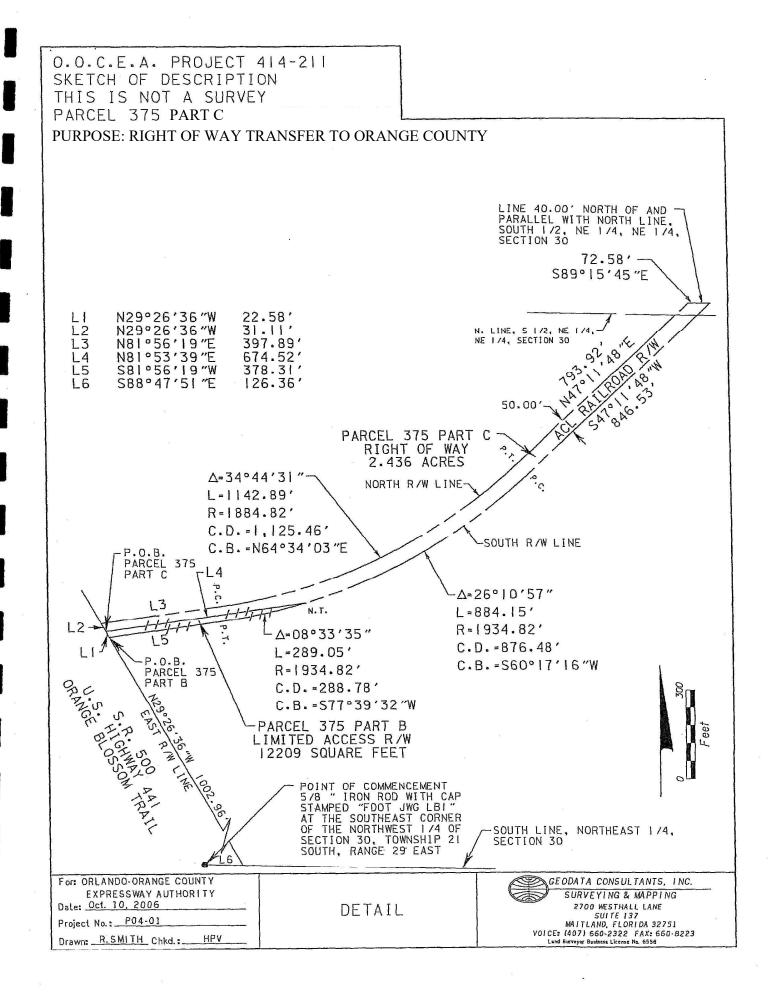
Diego "Woody" Rodriguez, Esq. CFX (w/ enc.) cc:



a yang menunuk darang dari kang mang dari kang dari

0.0.C.E.A. PROJECT 414 SKETCH OF DESCRIPTI THIS IS NOT A SURVE PARCEL 375A PART 3	ON Y	
PARCEL 375A PART 2, RIGHT OF THAT PART OF THE NORTHWEST I ORANGE COUNTY, FLORIDA DESCR COMMENCING AT A 4 "A4" CONCRE THE SOUTHWEST CORNER OF THE ALONG THE WEST LINE OF NORTH A DISTANCE OF 50J.78 FEET TO COMPANY RIGHT OF WAY; THENCE DISTANCE OF 293.29 FEET TO T NORTHEASTERLY RIGHT OF WAY L RIGHT OF WAY AND THE POINT O SAID NORTHWESTERLY EXTENSION FEET TO A POINT ON THE NORT THENCE NORTH B1°56'19" FAST	/4 OF SECTION 3D, TOWNSHIP 21 S IBED AS: TE MONUMENT WITH DISC STAMPED ' NORTHWEST 1/4 OF SECTION 3D; TH WEST 1/4 OF SECTION 3D, TOWNSHI A POINT ON THE SOUTH LINE OF T NORTH BI°56'19" EAST ALONG SAI HE INTERSECTION WITH THE NORTH INE OF THE PORMER SEASOARD AIR F BEGINNING; THENSE NORTH 52°41 OF THE NORTHEASTERLY RIGHT OF H INE OF DRE ATLANTIC SDAST LI	FDOT JWG LB I "AT ENCE WORTH DO 15'23" EAST P 21 SOUTH, RANGE 29 EAST HE ATLANTIC COAST LINE RAILROAD D SOUTH RIGHT OF WAY LINE A WESTERLY EXTENSION OF THE LINE (SAL) RAILWAY COMPANY '27" WEST ALONG WAY LINE A DISTANCE OF 84.31 INE RAILROAD COMPANY RIGHT OF WAY; LINE A DISTANCE OF 1045.19 FFT
81°55'19" EAST ALONG SAID NO THE WESTERLY RIGHT OF WAY LI SOUTH 40°52'59" EAST ALONG S 59.50 FEET TO A POINT ON SAI WEST ALONG SAID SOUTH RIGHT DD°31'08" WEST A DISTANCE OF	BEMERLY RIGHT OF WAY A DISTANCE NE OF APOPKA BOULEVARD (A 60 FC AID WESTERLY RIGHT OF WAY LINE D SOUTHERLY RAILROAD RIGHT OF 1 OF WAY LINE A DISTANCE OF 382.3	E DF 342.53 FEET TO A POINT ON DOT RIGHT OF WAY); THENCE A DISTANCE OF WAY LINE; THENCE SOUTH BI°56'19" 32 FEET TO A POINT, THENCE SOUTH SOUTH BI°56'19" WEST ALONG SAID
PARCEL 375A PART 3, RIGHT OF	WAY	
THAT PART OF SECTION 30, TOW DESCRIBED AS:	NSHIP 21 SOUTH, RANGE 29 EAST,	ORANGE COUNTY, FLORIDA
OF THE NORTHWEST 1/4 OF SECT 88°47'51" EAST ALONG THE SOL OF 126.36 FEET TO A POINT ON HIGHWAY 441, ORANGE BLOSSOM OF WAY LINE A DISTANCE OF IC COAST LINE RAILROAD RIGHT OF RAILROAD RIGHT OF WAY LINE A CONCAVE TO THE NORTHWEST HAY BEARS NORTH 64°34'03" EAST; RIGHT OF WAY LINE AND THE AF POINT OF TANGENCY; THENCE NO ATLANTIC COASTLINE RAILROAD THENCE NORTH 89°15'45" WEST TO A POINT ON THE NORTHERLY NORTH 47°11'48" EAST ALONG S POINT ON THE NORTH LINE OF S COUNTY SEMINOLE COUNTY LINE; OF 72.79 FEET TO A POINT ON	A DISTANCE OF 378.31 FEET TO TH VING A RADIUS OF 1934.82 FEET A THENCE RUN NORTHEASTERLY 1173. CC OF SAID CURVE THROUGH A CENT RIGHT OF WAY A DISTANCE OF 846 DEPARTING SAID SOUTH RIGHT OF ' LINE OF THE ATLANTIC COAST LI SAID NORTHELRY RIGHT OF WAY LIN SECTION 30, SAID POINT ALSO BEI THENCE SOUTH 89°25'26″ EAST A	GE 29 EAST; THENCE SOUTH ER OF SECTION 30 A DISTANCE STATE ROAD 500 (U.S. WEST ALONG SAID EAST RIGHT OUTH LINE OF THE ATLANTIC EAST ALONG THE SOUTHERLY E POINT OF CURVATURE OF A CURVE ND A CHORD OF 1155.31 FEET WHICH 20 FEET ALONG SAID SOUTHERLY RAL ANGLE OF 34°44'31" TO THE MENTIONED SOUTHERLY LINE OF THE .53 FEET TO THE POINT OF BEGINNING; WAY LINE A DISTANCE OF 72.58 FEET NE RAILROAD RIGHT OF WAY; THENCE IE A DISTANCE OF 907.16 FEET TO A NG A POINT ON THE DRANGE COUNTY LONG SAID COUNTY LINE A DISTANCE NE; THENCE SOUTH 47°11'48" WFST
	hority is an agency of the State of Florida w Orange County Expressway Authority (OO ible and property of the prior authority.	
For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY Date: May 14, 2007 Project No.: P04-01 Drawn: R.SMITH Chkd.: HPV	LEGAL DESCRIPTION	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (407) 650-2322 FAX: 660-8223 Lund Survey Bunkse Libeate No. 6556

L



0.0.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375 PART C PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

PARCEL 375 PART A, RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT.A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30. TOWNSHIP 21 SOUTH. RANGE 29 EAST. THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/1 A DISTANCE OF 158.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF APOPKA BOULEVARD; THENCE NORTH 40°52'59" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1056.78 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40°52'59" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 59.50 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 232.44 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 411, ORANGE BLOSSOM TRAIL); THENCE SOUTH 29°25'36" EAST ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 53.70 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 53.70 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 239.77 FEET TO THE POINT OF BEGINNING;

AND

PARCEL 375 PART B, LIMITED ACCESS RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST THENCE SOUTH B8°47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST OUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 102.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY AND THE POINT OF DEGINNING; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 22.58 FEET; THENCE NORTH 81°53'39" EAST A DISTANCE OF 674.52 FEET TO A POINT ON AFOREMENTIONED SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY LINE A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 288.78 FEET WHICH BEARS SOUTH 77°39'32" WEST; THENCE RUN WESTERLY 289.95 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'35" TO THE POINT OF TANGENCY; THENCE SOUTH 51°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'35" TO THE POINT OF TANGENCY; THENCE SOUTH 51°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'35" TO THE POINT OF TANGENCY; THENCE SOUTH 51°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°33'35" TO THE POINT OF TANGENCY; THENCE SOUTH 556'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 378.31 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE BOAD 414 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

AND

PARCEL 375 PART C, RIGHT OF WAY

THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, THENCE SOUTH 88°47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST OUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 22.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 31.11 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH

CONTINUED ON SHEET 3

For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY Date: Oct. 10, 2006	LEGAL DESCRIPTION	GEODATA CONSULTANTS, INC.
Date: <u>001. 10, 2000</u> Project No.: <u>P04-01</u> Drawn: <u>R.SMITH_Chkd.: HPV</u>		2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 VOICE: (4071 660-2322 FAX: 660-8223 Lund Surveys Busines Liense N. 6556

0.0.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375 PARTC

PURPOSE: RIGHT OF WAY TRANSFER TO ORANGE COUNTY

CONTINUED FROM SHEET 2

BI°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 397.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1884.82 FEET AND A CHORD OF 1125.46 FEET WHICH BEARS NORTH 64°34'03" EAST; THENCE RUN EASTERLY 1142.89 FEET ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°44'31" TO THE POINT OF TANGENCY; THENCE NORTH 47°11'48" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 793.92 FEET TO A POINT ON A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTH OF 72.58 FEET TO A POINT ON AFOREMENTIONED SOUTH LINE DF THE ALANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE SOUTH 47°11'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 846.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 876.48 FEET WHICH BEARS SOUTH 60°17'16" WEST; THENCE RUN SOUTHWESTERLY 884.15 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°10'57" TO A POINT; THENCE SOUTH 81°53'39" WEST A DISTANCE OF 674.52 FEET TO THE POINT OF BEGINNING;

AND

PARCEL \$75 PART A. AERIAL RIGHTS EASEMENT

THAT PART OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

DESCRIBED AS: COMMENCE AT A 5/8" INON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 SECTION 30 A DISTANCE OF 2559.86 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29' WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25; THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE ADDITHEAST 1/2 OF DEFIT TO THE SOUTHWEST COASTLINE RAILROAD AND THE POINT OF BEGINNING, THENCE SOUTH 81°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 05'19 THE TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7545 44 FEET AND A CHORD OF 253.24 FEET WHICH BEARS NORTH 86°40'27" WEST: THENCE RUN WESTERLY 253.25 FEET ALONG THE RIGHT OF WAY LINE. OF THE FORMER ALLANTIC COASTLINE RAILROAD, THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 01°55'19" IO A POINT ON THE NORTH RIGHT OF WAY LINE. OF THE FORMER ALLANTIC COASTLINE RAILROAD, THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 5.06 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE LEXT 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, THENCE NORTH 00°25'49" EAST ALONG SAID WEST LINE A DISTANCE OF 5.06 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE A DISTANCE OF 25.04 TON THE AFORESAID NORTH RIGHT OF WAY LINE A DISTANCE OF 0.05 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE LEXT 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, THENCE NORTH 00°25'49" EAST ALONG SAID WEST LINE A DISTANCE OF 10°5.06 FEET TO A POINT ON THE AFORESAID SOUTH TRIGHT OF WAY LINE OF THE LEXT 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, THENCE NORTH 00°25'49" EAST ALONG SAID WEST LINE A DISTANCE OF 25.06 FEET TO A POINT ON THE AFORESAID SOUTH THIGHT OF THE LEXT 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, THENC

AND

RESERVING ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY SR 414 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY

Central Florida Expressway (CFX) Authority is an agency of the State of Florida which on June 20, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (OOCEA) (the "Prior Authority") including the assets, facilities tangible and intangible and property of the prior authority.

For: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY Date: <u>Oct.</u> 10, 2006 Project No.: <u>P04-01</u>	LEGAL DESCRIPTION	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751
Drawns_R.SMITH_Chkd.;HPV		VOICE: (407) 660-2322 FAX: 660-8223 Land Surveyar Business License Na. 5558

Prepared By: Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Reserved for Recording

Project 414-211 Parcels 375A Part 3 and 375C

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantor"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described real property, situate, lying and being in Orange County, Florida, more particularly described as follows ("**Property**"):

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number: 30-21-29-0000-00-123

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoove of the Grantee forever.

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 414 right-of-way property which may otherwise accrue to any portion of the Property abutting said right-of-way. Grantee has no rights of ingress, egress, or access to S.R. 414 from the Property, nor does Grantee have any rights of light, air or view from S.R. 414 associated with the Property. Grantor is not conveying or restoring any other abutters' rights, including, without limitation, any claims for ingress, egress, air, light and view between the Property being conveyed, any abutting property, S.R. 414 and any other remaining property owned by Grantor. Notwithstanding anything herein to the contrary, nothing herein shall be deemed or construed as limiting or preventing Grantee from using, operating, inspecting, maintaining. servicing. repairing, replacing, and/or reconstructing, and/or allowing the general public to use and enjoy for transportation and/or recreational purposes, that certain segment of multi-use recreational trail, sidewalk, and/or associated amenities, to hereafter become a part of the Coast to Coast Trail, which segment, as of the date hereof, already currently crosses and lies across the boundary between the Property and the right-of-way of S.R. 414.
- b) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, to prevent any use of the Property which would interfere with S.R. 414 or otherwise constitute a hazard for S.R. 414 or any related system or structure.
- c) By acceptance of this deed, Grantee acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes.
- d) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, that in the event Grantee no longer uses the Property (or any part thereof) for public pedestrian, recreational, or utility purposes, then all right, title, and interest to the Property that is not used for public pedestrian, recreational, or utility purposes shall automatically revert back to CFX at CFX's option and at no cost to CFX. The conveyance provided herein is made by a governmental entity to a governmental entity and therefore excepted from the provisions of Section 689.18, Florida Statutes, and excluded from the application of the statutory rules against perpetuities as set forth in Section 689.225(2), Florida Statutes.
- e) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.
- f) Ad valorem real property taxes and assessments, if applicable, for the year 2020 and subsequent years.

The preparer of this deed was neither furnished with, nor requested to review, an abstract of title for the above described Property and therefore expresses no opinion as to the condition of title.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered in the presence of:

Signature

Print Name

"GRANTOR"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:___

Brenda Carey, Chairman

Date: _____

Second Witness:

ATTEST:

Regla ("Mimi") Lamaute Recording Clerk

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this _____ day of _____, 2020 for its exclusive use and reliance.

By:__

Diego "Woody" Rodriguez General Counsel

STATE OF FLORIDA) COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of ______, 2020, by means of \Box physical presence or \Box online notarization, by ______, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. She is personally known to me OR produced ______ as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida	
Print Name:	
Commission No.:	
My Commission Expires:	

Quit Claim Deed Page 3 of 4

EXHIBIT "A" Legal Description of Property

(see attached one (1) document totaling six (6) pages)

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375A PARTS 2 AND 3 SHEET 2 OF 5

PARSEL 375A PART 2, RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, ELORIDA DESCRIBED AS:

COMMENCING AT A 4 "X4 CONCRETE MONUMENT WITH DISC STAMPED "FDOT ING LB 1" AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 3D; THENDE NORTH DOP'15'23" EAST ALONG THE WEST LINE OF NORTHWEST 1/4 OF SECTION 3D, TOWNSHL 21 SOUTH, RANGE 29 EAST A DISTANCE OF 5D1.78 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH DISC'STON WITH THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FORMER CLABOARD AIR LINE (SAL) RAILWAY COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 52°41'27" WEST ALONG SAID NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY TIGHT OF WAY LINE A DISTANCE OF B4.31 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY INFERSE SOUTH DO'31'DS' WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE NORTH B1°55'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF JO45.19 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE NORTH B1°55'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF JO45.19 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DISTANCE OF 3.05 FEET TO A POINT; THENCE NORTH B1°55'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF JO45.19 FEET TO A POINT; THENCE SOUTH OD'31'DS' WEST A DISTANCE OF 3.05 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DUSTANCE OF 3.05 FEET TO A POINT; THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF JO45.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF APOPKA BOULEVARD (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 39.50 FEET TO A POINT OF SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE SOUTH DO'31'O8" WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH B1°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 382.32 FEET TO A POINT; THENCE SOUTH DO'31'O8 WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH B1°56'19" WEST ALONG SAI

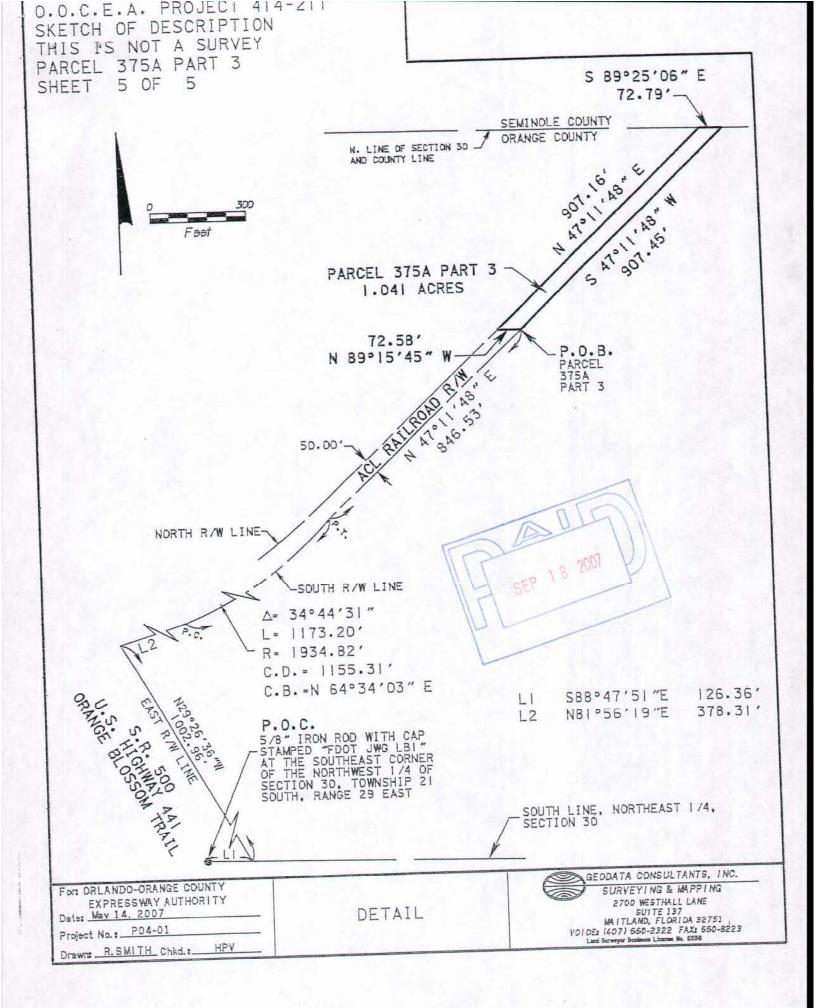
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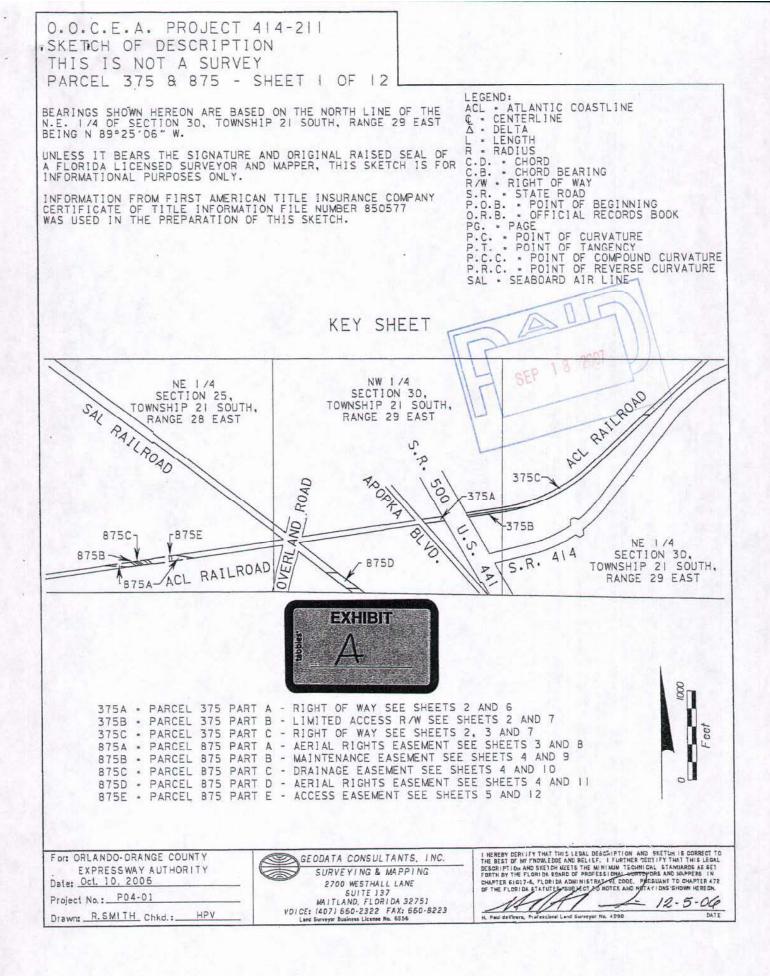
PARCEL 375A PART 3. RIGHT OF WAY

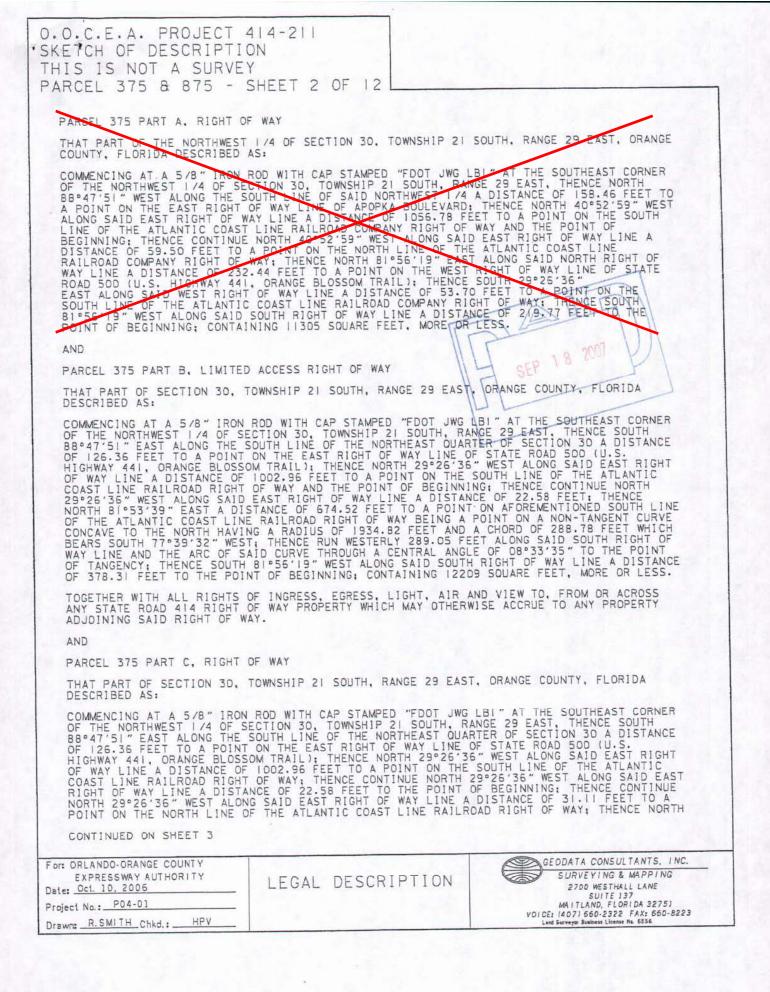
THAT PART OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

COMMENCING AT A 5/8" IRON ROD WITH CAP STAMPED "FDOT JWG LBI' AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH. RANGE 29 EAST: THENCE SOUTH 80*47'51" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 A DISTANCE OF 126.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF STAE ROAD 500 (U.S. HIGHWAY 441, ORANGE BLOSSOM TRAIL); THENCE NORTH 29°26'36" WEST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1002.96 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH 81°56'19" EAST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE OF 378.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 1155.31 FEET WHICH BEARS NORTH 64°34'03" EAST; THENCE RUN NORTHEASTERLY 1173.20 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°44'31" TO THE POINT OF TANCENCY; THENCE NORTH 47°11'48" EAST ALONG AFOREMENTIONED SOUTHERLY LINE OF THE ATLANTIC COASTLINE RAILROAD RIGHT OF WAY A DISTANCE OF 846.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°15'45" WEST DEPARTING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 72.58 FEET TO A POINT ON THE NORTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH 47°11'48" EAST ALONG SAID NORTHELRY RIGHT OF WAY LINE A DISTANCE OF 907.16 FEET TO A POINT ON THE NORTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE NORTH 47°11'48" EAST ALONG SAID NORTHELRY RIGHT OF WAY LINE A DISTANCE OF 907.16 FEET TO A POINT ON THE NORTHERLY LINE OF SECTION 30, SAID POINT ALSO BEING A POINT ON THE ORANGE COUNTY COUNTY SEMINOLE COUNTY LINE; THENCE SOUTH 89°25'25" EAST ALONG SAID COUNTY LINE A DISTANCE OF 72.79 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 47°11'48" WEST ALONG THE SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE OF 907.45 FEET TO THE POINT OF BEGINNING; CONTAINING 1.041 ACRES, MORE OR LESS.

FOR ORLANDO-ORANGE COUNTY GEODATA CONSULTANTS, INC. EXPRESSWAY AUTHORITY SURVEYING & MAPPING LEGAL DESCRIPTION a Date: Nav 14. 2007 2700 WESTHALL LANE SUITE 137 Project No.: P04-01 HAITLAND, FLORIDA 32751 VOICE: (407) 550-2322 FAX: 550-8223 Last Survey: Bushess Lineas No. 5555 Drawns _____ R.SMITH_Chkd.:____ HPV







0.0.C.E.A. PROJECT 414-211 SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375 & 875 - SHEET 3 OF 12

CONTINUED FROM SHEET 2

BI°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 397.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1884.82 FEET AND A CHORD OF 1125.46 FEET WHICH BEARS NORTH 64°34'03" EAST; THENCE RUN EASTERLY 1142.89 FEET ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°44'31" TO THE POINT OF TANGENCY: THENCE NORTH 47°11'48" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 793.92 FEET TO A POINT ON A LINE 40.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTH OF SECTION 30; THENCE SOUTH 89°15'45" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 72.58 FEET TO A POINT ON AFOREMENTIONED SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY; THENCE SOUTH 47°11'48" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 846.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1934.82 FEET AND A CHORD OF 876.48 FEET WHICH BEARS SOUTH 60°17'16" WEST; THENCE RUN SOUTHWESTERLY 884.15 FEET ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°10'57" TO A POINT; THENCE SOUTH 81°53'39" WEST A DISTANCE OF 674.52 FEET TO THE POINT OF BEGINNING; CONTAINING 2.436 ACRES, MORE OR LESS. ACRES. MORE OR LESS.

9203

AND

PARCEL 875 PART A, AERIAL RIGHTS EASEMENT

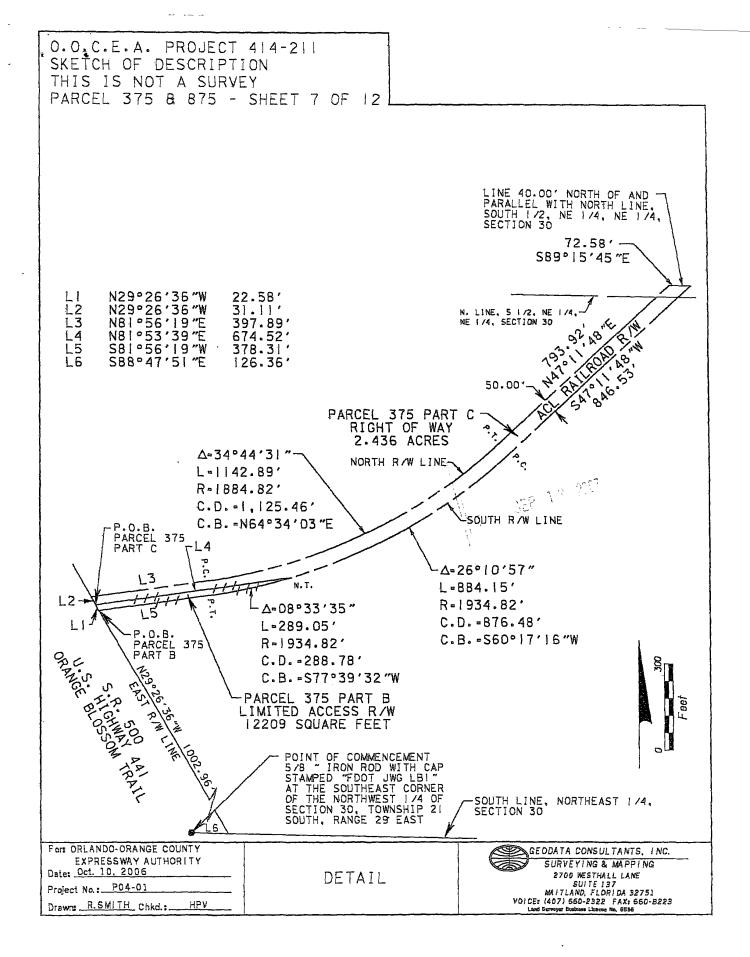
THAT PAR OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

DESCRIBED A: COMMENCE AT A 570" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 27 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 SECTION 30 A DISTANCE OF 2559.86 FLET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324 DO FEET TO THE SOUTHWEST CORNER OF THE LAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH BIGTINON, THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE AST TY OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH BIGTINON, THANGE 7549.44 FEET AND A CHORD OF 253.24 FEET WHICH BEAST 1/2 OF THE ADISTANCE OF 1549.44 FEET AND A CHORD OF 253.24 FEET WHICH BEAST NORTH 86°40'27" WEST; THENCE RUN WESTERLY 253.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANDLE OF DI 55'19" TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COSTLING RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 524.94 FEET TO A POINT ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANDLE OF DI 55'19" TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COSTLING RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 52.06 FEET TO A POINT ON THE SAID NORTH RIGHT OF WAY LINE; THENCE NORTH BI'56'19" EAST A DISTANCE OF 0239.41 FEET TO A POINT ON A NON-TANCENT CHYE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7729.44 FEET AND A CHORD 121.1 FEET WHICH BEARS SOUTH BI'36'23" EAST; THENCE RUN EASTERLY 121.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 023'5'52" TO A POINT OF TANGENCY; THENCE SOUTH BI'09'27" EAST A DISTANCE OF 88.37 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COSTLINE RAILROAD; THENCE SOUTH BI'56'19" WEST A DISTANCE OF 49.06 FEET TO A

AND

CONTINUED ON SHEET 4

For: ORLANDO-ORANGE COUNTY GEODATA CONSULTANTS, INC. EXPRESSWAY AUTHORITY SURVEYING & MAPPING LEGAL DESCRIPTION Date: Oct. 10, 2006 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 Project No.: P04-01 YOICE: (407) 560-2322 FAX: 560-8223 Land Burveyor Dusiness Linenge No. 5558 HPV Drawna _____ R. SMITH_Chkd.:___



A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE AND AUTHORIZING THE DONATION OF SURPLUS PROPERTY TO ORANGE COUNTY

WHEREAS, the Central Florida Expressway ("CFX"), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facilities"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX's use; and

WHEREAS, pursuant to the Policy, "Excess Property" is "[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;" and

WHEREAS, pursuant to the Policy, where Excess Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such Excess Property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road ("S.R.") 414 adjacent to the interchange for 441 and determined that approximately 3.48 acres of real property, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Trail Parcel") is not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the Parcel is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the Trail Parcel would not impede or restrict the Expressway System; and **WHEREAS**, CFX's Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the Trail Parcel as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that the Trail Parcel be designated as Excess Property and that the CFX Board adopt a resolution declaring the Trail Parcel to be Surplus Property; and

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida ("County"), has made an application to CFX to request a donation of the Trail Parcel from CFX to the County for public pedestrian, recreational or utility purposes; and

WHEREAS, the County and CFX entered into that certain Utility Adjustment Agreement dated September 11, 2007 ("Utility Agreement"), whereby CFX and County agreed that CFX would acquire the Trail Parcel and relocate certain County utilities from the location of the planned right-of-way for S.R. 414 to the Trail Parcel; and

WHEREAS, Orlando-Orange County Expressway Authority, now CFX, acquired the Trail Parcel from CSX Transportation, Inc. ("CSX") through an uncontested eminent domain proceeding for the relocation of County utilities and a shared bike path from the planned right-of-way for S.R. 414 in accordance with the requirements of the Utility Agreement; and

WHEREAS, pursuant to the terms of the Utility Agreement, CFX and County anticipated that the Trail Parcel would be available as a shared use path with utilities for use by the County; and

WHEREAS, as part of the acquisition of the Trail Parcel from CSX, CSX required CFX record that certain Declaration of Restrictive Covenants dated June 1, 2007 and recorded November 28, 2007 in Official Records Book 9516, Page 4989, Public Records of Orange County, Florida, further restricting and limiting the use of the Trail Parcel; and

WHEREAS, CFX's Right of Way Committee has determined that the donation of the Trail Parcel to the County for public pedestrian, recreational and utility purposes would be in the best interest of CFX and the public; and

WHEREAS, after reviewing the County's application, CFX's Right of Way Committee has recommended that the Trail Parcel be donated to the County for public purposes, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Trail Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the Trail Parcel for public pedestrian, recreational or utility uses.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby declares that the Trail Parcel identified in <u>Exhibit "A"</u> attached hereto is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and is Excess Property.

2. CFX hereby finds that it is in the best interest of CFX and the public to declare the Trail Parcel as Surplus Property, and CFX hereby declares the Trail Parcel as Surplus Property available for sale.

3. CFX hereby finds that it is in the interest of both CFX and the public to sell Trail Parcel to the County for public pedestrian, recreational or utility purposes.

4. Accordingly, CFX hereby declares that the Trail Parcel may be donated to the County for public purposes, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Trail Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed, subject to a deed restriction and right of reverter restricting the use of the Trail Parcel for public pedestrian, recreational or utility uses.

5. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2020.

Brenda Carey, Chairman

ATTEST:

Regla ("Mimi") Lamaute Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez General Counsel Resolution No. 2020-_____ S.R. 414, Project 414-211, Parcels 375A, Part 3 and 375C

EXHIBIT "A"

Legal Description of Property

(see attached one (1) document totaling six (6) pages)

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY PARCEL 375A PARTS 2 AND 3 SHEET 2 OF 5

PARSEL 375A PART 2, RIGHT OF WAY

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, ELORIDA DESCRIBED AS:

COMMENCING AT A 4 "X4 CONCRETE MONUMENT WITH DISC STAMPED "FDOT ING LB 1" AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 3D; THENDE NORTH DOP'15'23" EAST ALONG THE WEST LINE OF NORTHWEST 1/4 OF SECTION 3D, TOWNSHL 21 SOUTH, RANGE 29 EAST A DISTANCE OF 5D1.78 FEET TO A POINT ON THE SOUTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY; THENCE NORTH DISC'STON WITH THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FORMER CLABOARD AIR LINE (SAL) RAILWAY COMPANY RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE NORTH 52°41'27" WEST ALONG SAID NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY TIGHT OF WAY LINE A DISTANCE OF B4.31 FEET TO A POINT ON THE NORTH LINE OF THE ATLANTIC COAST LINE RAILROAD COMPANY RIGHT OF WAY INFERSE SOUTH DO'31'DS' WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE NORTH B1°55'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF JO45.19 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE NORTH B1°55'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF JO45.19 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DISTANCE OF 3.05 FEET TO A POINT; THENCE NORTH B1°55'19" EAST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF JO45.19 FEET TO A POINT; THENCE SOUTH OD'31'DS' WEST A DISTANCE OF 3.05 FEET TO A POINT; THENCE SOUTH DO'31'DS' WEST A DUSTANCE OF 3.05 FEET TO A POINT; THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF JO45.50 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF APOPKA BOULEVARD (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 40°52'59" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 39.50 FEET TO A POINT OF SAID SOUTHERLY RAILROAD RIGHT OF WAY LINE A DISTANCE SOUTH DO'31'O8" WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH B1°56'19" WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 382.32 FEET TO A POINT; THENCE SOUTH DO'31'O8 WEST A DISTANCE OF 5.06 FEET TO A POINT; THENCE SOUTH B1°56'19" WEST ALONG SAI

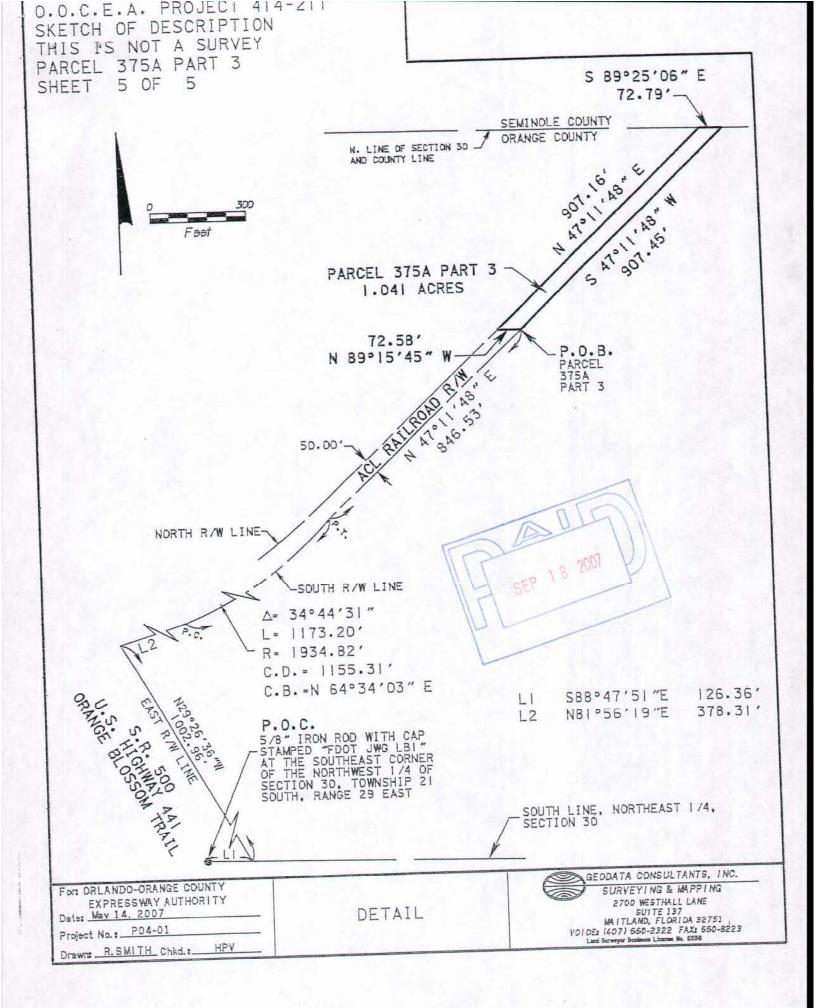
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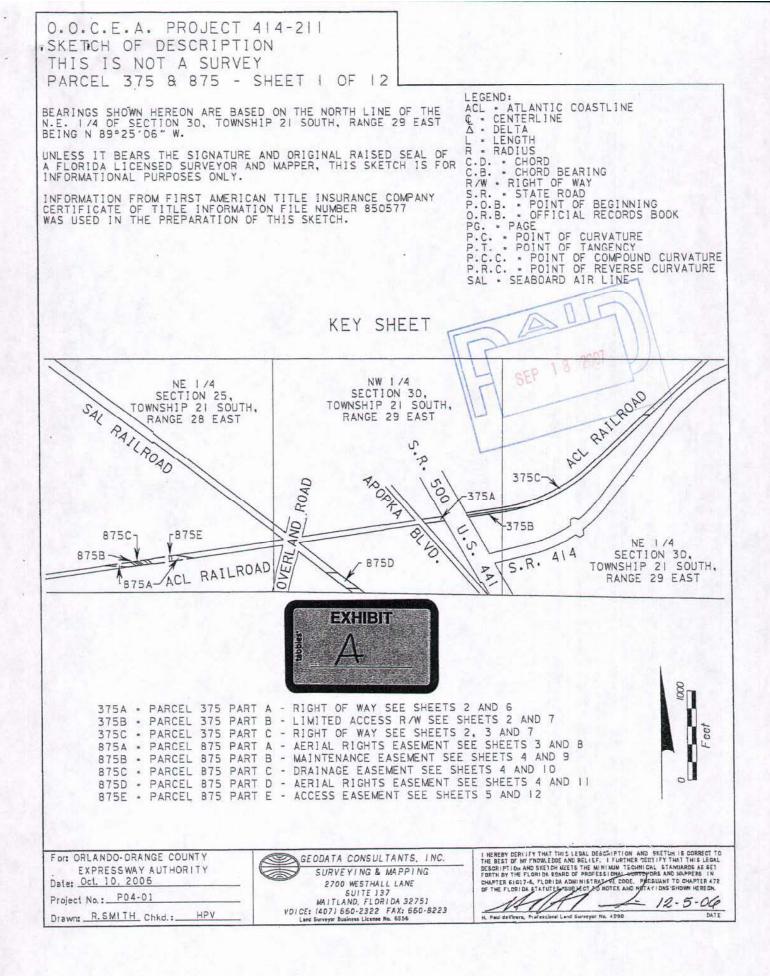
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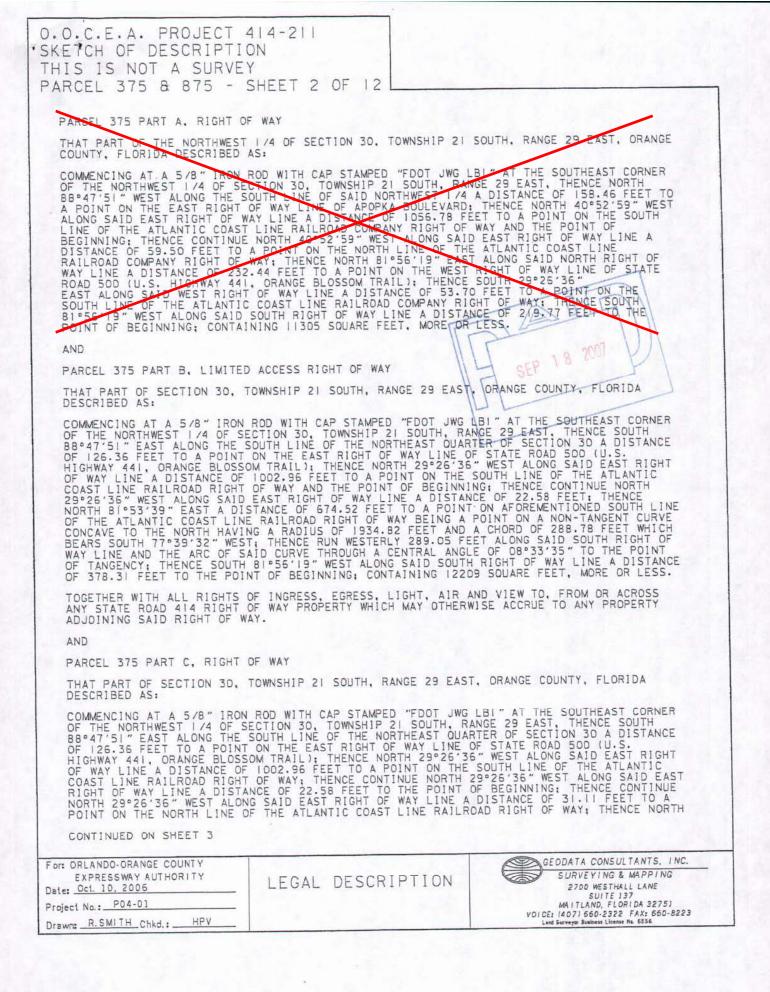
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CONTINUED FROM SHEET 2

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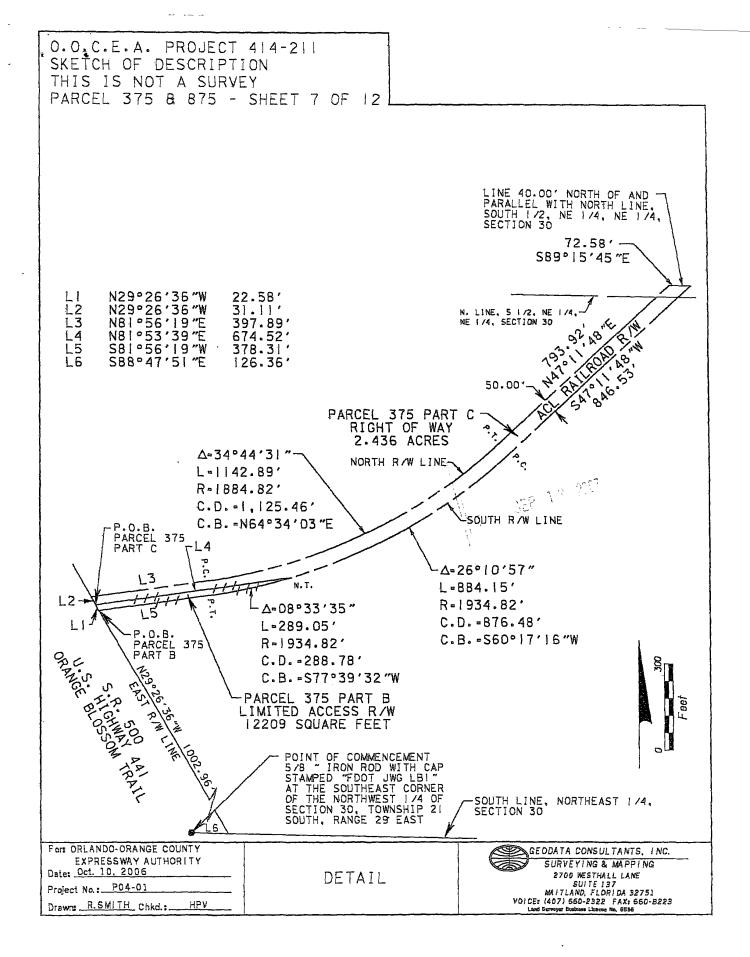
THAT PAR OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS:

DESCRIBED A: COMMENCE AT A 570" IRON ROD WITH CAP STAMPED "FDOT JWG LBI" AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 27 EAST; THENCE NORTH 88°47'51" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 SECTION 30 A DISTANCE OF 2559.86 FLET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE SOUTH 89°58'29" WEST ALONG THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 1324 DO FEET TO THE SOUTHWEST CORNER OF THE LAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH BIGTINON, THENCE NORTH 00°25'49" EAST ALONG THE WEST LINE OF THE AST TY OF THE NORTHEAST 1/4 OF SECTION 25 A DISTANCE OF 319.92 FEET TO A POINT ON THE SOUTH BIGTINON, THANGE 7549.44 FEET AND A CHORD OF 253.24 FEET WHICH BEAST 1/2 OF THE ADISTANCE OF 1549.44 FEET AND A CHORD OF 253.24 FEET WHICH BEAST NORTH 86°40'27" WEST; THENCE RUN WESTERLY 253.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANDLE OF DI 55'19" TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COSTLING RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 524.94 FEET TO A POINT ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANDLE OF DI 55'19" TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COSTLING RAILROAD; THENCE NORTH 81°56'19" EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 52.06 FEET TO A POINT ON THE SAID NORTH RIGHT OF WAY LINE; THENCE NORTH BI'56'19" EAST A DISTANCE OF 0239.41 FEET TO A POINT ON A NON-TANCENT CHYE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7729.44 FEET AND A CHORD 121.1 FEET WHICH BEARS SOUTH BI'36'23" EAST; THENCE RUN EASTERLY 121.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 023'5'52" TO A POINT OF TANGENCY; THENCE SOUTH BI'09'27" EAST A DISTANCE OF 88.37 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE OF THE FORMER ATLANTIC COSTLINE RAILROAD; THENCE SOUTH BI'56'19" WEST A DISTANCE OF 49.06 FEET TO A

AND

CONTINUED ON SHEET 4

For: ORLANDO-ORANGE COUNTY GEODATA CONSULTANTS, INC. EXPRESSWAY AUTHORITY SURVEYING & MAPPING LEGAL DESCRIPTION Date: Oct. 10, 2006 2700 WESTHALL LANE SUITE 137 MAITLAND, FLORIDA 32751 Project No.: P04-01 YOICE: (407) 560-2322 FAX: 560-8223 Land Burveyor Dusiness Linenge No. 5558 HPV Drawna _____ R. SMITH_Chkd.:___



CONSENT AGENDA ITEM #19

MEMORANDUM

TO:	CFX Board Members
FROM:	Laura Newlin Kelly, Associate General Counsel LNK
DATE:	April 30, 2020
RE:	Jurisdictional Transfer from the Central Florida Expressway Authority ("CFX") to Orange County, Florida ("County") pertaining to State Road 414 Project No. 414-211, Parcel 408, Part H

BACKGROUND

On or about February 28, 2006, the Orlando/Orange County Expressway Authority (now CFX) acquired under threat of condemnation certain real property from Rose Grove, Inc. ("Seller") for the construction of the planned Maitland Boulevard Extension-U.S. 441 Interchange. A portion of the real property acquired for the construction of the interchange was a parcel of land comprising approximately 2,100 square feet known as Parcel 408, Part H, Orange County Parcel No. 30-21-29-0000-00-114 (referred to herein as the "Lift Station Parcel"). The Lift Station Parcel is more particularly depicted on the map and aerial photograph attached hereto as **Exhibit "A"**. The Lift Station Parcel is currently utilized as an existing lift station identified as Pump Station 3465 operated and maintained by Orange County. The lift station provides sewer collection for the adjacent community and is utilized to transmit wastewater to the County's wastewater treatment facility. While not necessary for the construction of the interchange, the Lift Station Parcel was acquired by CFX as a part of a more substantial transaction whereby CFX acquired approximately 20 acres of real property from the Seller for approximately \$7,041,600.00. There was no additional consideration paid by CFX for the Lift Station Parcel nor does it appear that CFX had any need for the Lift Station Parcel at the time of acquisition as it was already being used as a pump station.

On or about April 26, 2019, the County made an application to CFX to request that CFX determine if the Lift Station Parcel can be declared surplus and if deemed surplus, to adopt a resolution transferring the Lift Station Parcel to the County. The County's application is attached hereto as **Exhibit "B"**. Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual ("Policy"), CFX staff and CFX's General Engineering Consultant examined the Lift Station Parcel and determined that the Lift Station Parcel is not needed to support existing Expressway Facilities. Accordingly, CFX's General Engineering Consultant has certified that the Lift Station Parcel is not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes and that the disposition of the Lift Station Parcel would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Exhibit "C**".

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



Jurisdictional Transfer with Orange County Page 2 of 2

Based on the County's ongoing use, operation and maintenance of the Lift Station Parcel as a pump station, the proposed Quit Claim Deed was prepared and provided to the County for consideration. A copy of the proposed Quit Claim Deed is attached hereto as **Exhibit "D**".

The Right of Way Committee met and reviewed this item on April 22, 2020 and has recommended that the Lift Station Parcel be declared surplus and that the CFX Board approve the proposed Quit Claim Deed. As such it is recommended that the CFX Board declare the Lift Station Parcel as surplus property and approve the conveyance of the Lift Station Parcel to Orange County.

REQUEST

Board's approval of the following is requested:

Resolution Declaring CFX's Interest in Parcel 408, Part H as Surplus Property and Authorizing the Donation of the Surplus Property to the County in a form substantially similar to the attached Quit Claim Deed, subject to the approval of the legal descriptions by CFX's General Engineering Consultant and any minor or clerical modifications approved by the General Counsel or designee.

ATTACHMENTS

- A. Map and Aerial Photograph
- B. Application from Orange County Utilities dated April 26, 2019
- C. Certificate from CFX's General Engineering Consultant
- D. Quit Claim Deed
- E. Resolution Declaring Parcels 408, Part H as Surplus Property and Authorizing the Donation of Parcel 408, Part H to Orange County Pursuant to that Certain Quit Claim Deed

	Diego "Woody	Digitally signed by Diego "Woody" Rodriguez
Reviewed by: _	Rodriguez	Date: 2020.05.05 10:21:12 -04'00'

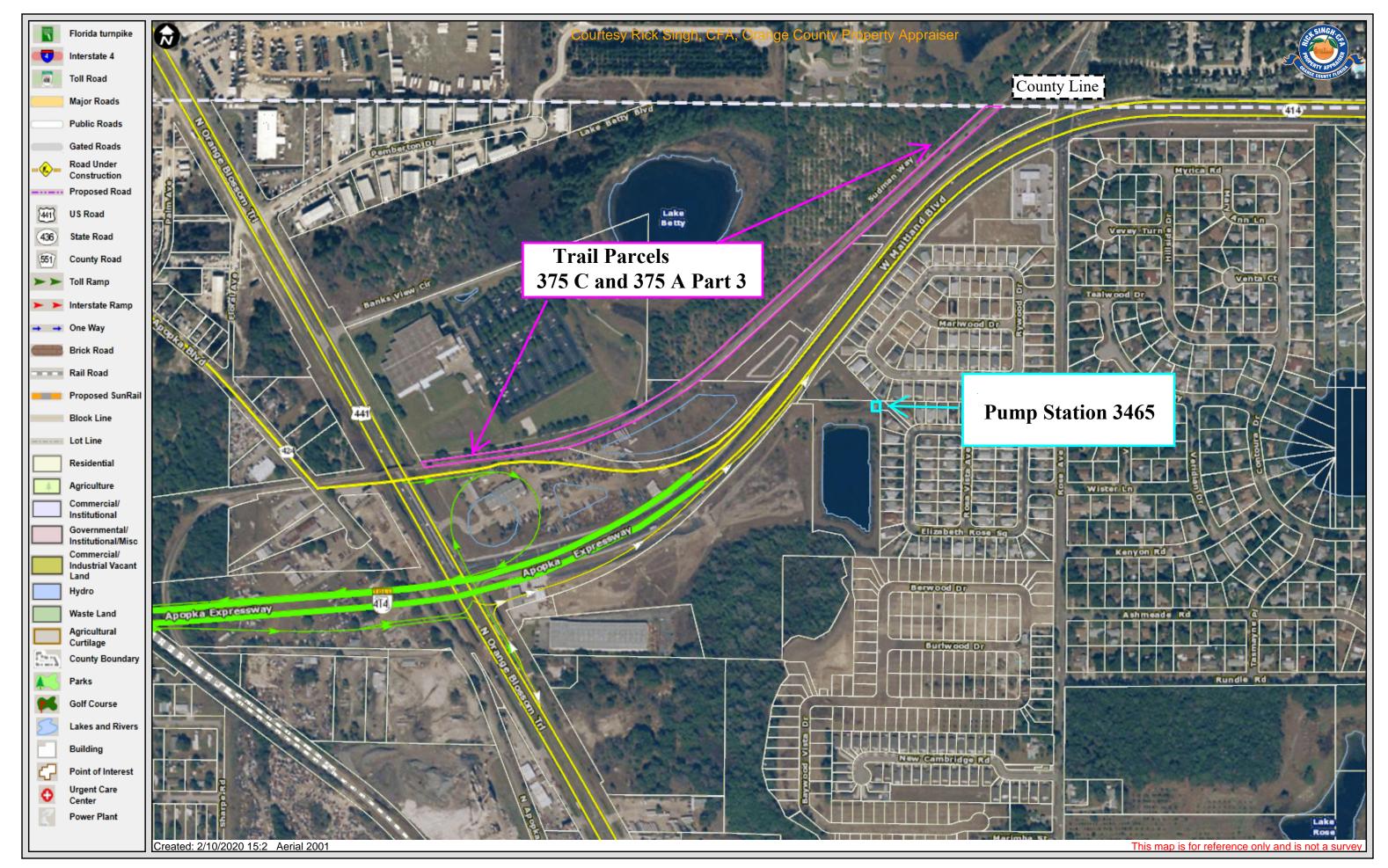


Exhibit A



RAYMOND E. HANSON, P.E., Director 9150 Curry Ford Road Orlando, Florida 32825-7600 Telephone: 407-254-9809 Fax: 407-254-9899 Email: Ray.Hanson@ocfl.net

April 26, 2019

Ms. Laura Kelley, Executive Director Central Florida Expressway Authority Administration and Operations Building 4974 ORL Tower Road Orlando, FL 32807

Subject: Pump Station 3465 (Rose Industrial Park); Parcel 101

Dear Ms. Kelley:

The Orange County Utilities Department (County) seeks the recommendation of the Right of Way Committee to the CFX Board for approval to acquire the following land owned by the Central Florida Expressway Authority (CFX).

The County respectfully requests the Executive Director to commence process of determining whether the following property be considered to be placed on the Surplus Property Lands Available List, in order to consider the sale of surplus property per Florida Statutes 125.38, allowing CFX Board to adopt in the form of a Resolution the transfer of the property; if deemed surplus.

It is the County's understanding that the Right of Way Committee may review the County's request, and make a recommendation regarding the future use of the property to its Board. Such recommendation may permit the surplus of said lands and the land transfer, advising the County of the intent of sale of the land for public use once the property has been placed on the CFX Surplus Property Lands Available List.

DESCRIPTION AND BACKGROUND

The property is a 50 feet by 40.56 feet square parcel, being 2,010 square feet and abutting platted property with access to the County through the Rose Cove Plat, Tract A, recorded in the Public Records in Official Records Plat Book 28, Page 51, lying in the Southeast 1/4 of the Northeast 1/4 of unincorporated Orange County and is comprised of one (1) tax parcel being: 30-21-29-0000-00-114.

The lift station services sewer collection for the surrounding community and is needed to transmit wastewater to Orange County Utility's wastewater treatment facility. The property transfer is needed in order for Orange County Utilities to access, service and maintain the Pump Station 3465 (Rose Industrial Park).

Ms. Laura Kelley, Executive Director Pg. 2 April 26, 2019

The property was conveyed to Orlando-Orange County Expressway Authority by virtue of Warranty Deed in Official Records Book 8507, Page 1303, recorded on March 2, 2006.

PURPOSE

The County requests the said property be transferred for the use of a lift station for the existing Pump Station 3465 (Rose Industrial Park) Project.

VALUATION

CFX approached the County regarding the transfer of the CFX owned property to transfer over the County serviced lift station to the County at no cost. County will provide the ESA Phase 1.

REQUESTED ACTION

The County respectfully seeks the Executive Director's assistance and the Right of Way Committee's recommendation, to initiate the process to surplus said lands, in order to transfer the property identified as Property Appraiser Tax ID No.: 30-21-29-0000-00-114 over to the County by virtue of deed.

Sincerely,

len

Raymond E. Hanson, P. E., Director Orange County Utilities

Attachments: Property Appraiser Tax ID Folio Card Warranty Deed recorded in Official Records Book 8507, Page 1303 GIS Map

c: Paul Sladek, Manager, Real Estate Management Division Theresa A. Avery, Senior Acquisition Agent, Real Estate Management Division



Dewberry Engineers Inc. | 407.843.5120 800 N. Magnolia Ave, Suite 1000

407.649.8664 fax Orlando, FL 32803 www.dewberry.com

April 23, 2020

Mr. Glenn Pressimone, P.E. Chief of Infrastructure Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

RE: **TRANSFER OF PROPERTY**

Project 414-211 CFX Parcel 408 Part H **Rose Industrial Park**

Dear Mr. Pressimone:

On behalf of Dewberry Engineers, Inc., as Consulting Engineer (the "Consulting Engineer") to the Central Florida Expressway Authority ("CFX") does here by certify as follows:

- 1. We have reviewed the limits of the parcel known as Pump Station 3465 or Orange County Tax ID 30-21-29-0000-00-114 described in Exhibit A and attached. This parcel was purchased as part of SR 414 Project. In our opinion, we certify that this parcel is no longer essential to the operation of the CFX system and would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
- 2. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E. Program Manager

Attachments

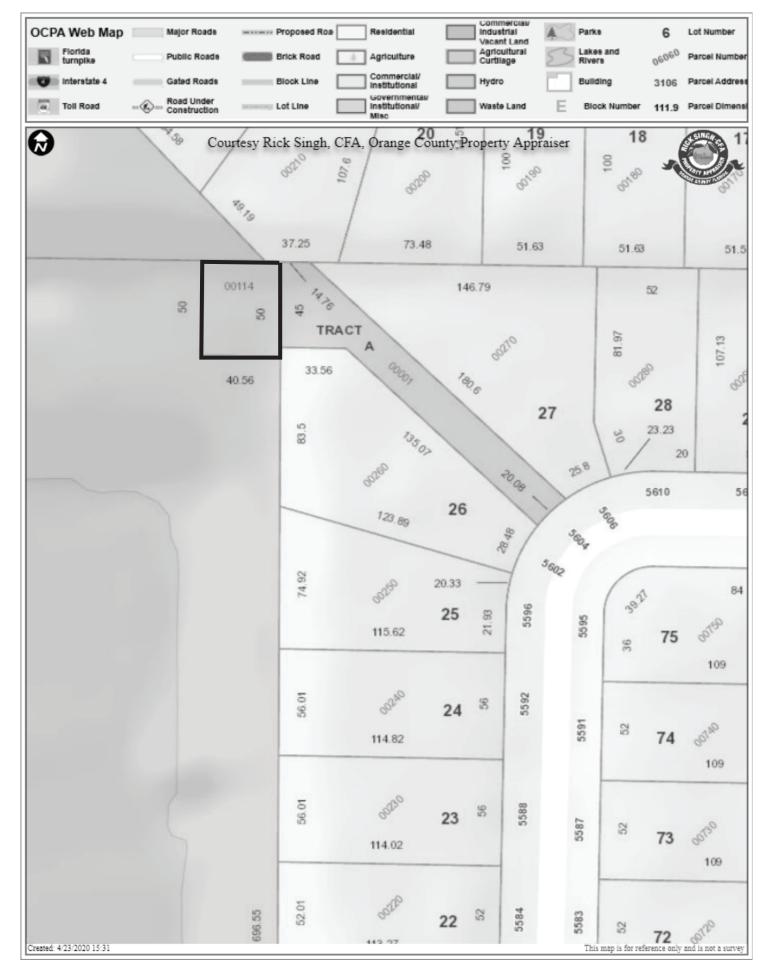
Diego "Woody" Rodriguez, Esq. CFX (w/ enc.) cc:

Exhibit C

Exhibit "A" LEGAL DESCRIPTION

Begin at the Northwest corner of Tract A, Rose Cove, as recorded in Plat Book 28, Page 51; thence run South 50 feet, West 40.56 feet, East to the Point of Beginning, in Section 30, Township 21, Range 29 East, lying and being in Orange County, Florida

Printing



Prepared By: Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Reserved for Recording

Project 414-211 Parcel 408 Part H

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("Grantor"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following described real property, situate, lying and being in Orange County, Florida, more particularly described as follows ("**Property**"):

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number: 30-21-29-0000-00-114

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behoove of the Grantee forever.

SUBJECT TO the covenants, conditions, restrictions, reservations, and easements which are set forth below:

- a) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (S.R.) 414 right-of-way property which may otherwise accrue to any portion of the Property abutting said right-of-way. Grantee has no rights of ingress, egress, or access to S.R. 414 from the Property, nor does Grantee have any rights of light, air or view from S.R. 414 associated with the Property. Grantor is not conveying or restoring any other abutters' rights, including, without limitation, any claims for ingress, egress, air, light and view between the Property being conveyed, any abutting property, S.R. 414 and any other remaining property owned by Grantor.
- b) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, to prevent any use of the Property which would interfere with S.R. 414 or otherwise constitute a hazard for S.R. 414 or any related system or structure.
- c) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.
- d) Ad valorem real property taxes and assessments, if applicable, for the year 2020 and subsequent years.

The preparer of this deed was neither furnished with, nor requested to review, an abstract of title for the above described Property and therefore expresses no opinion as to the condition of title.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered in the presence of:

Signature

Print Name

"GRANTOR"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____ Brenda Carey, Chairman

Date: _____

Second Witness:

ATTEST:

Regla ("Mimi") Lamaute Recording Clerk

> Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ____ day of _____ 2020 for its exclusive use and reliance.

By:____

Diego "Woody" Rodriguez General Counsel

STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by means of \Box physical presence or \Box online notarization, by _____ _____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. She is personally known to me OR produced ______as identification.

NOTARY PUBLIC

Signature of Notary Public - State of Florida	
Print Name:	
Commission No.:	
My Commission Expires:	

Quit Claim Deed Page 3 of 4

EXHIBIT "A" Legal Description of the Property

Begin at the Northwest corner of Tract A, Rose Cove, as recorded in Plat Book 28, Page 51; Thence run South 50 feet, West 40.56 feet, North 50 feet, East to the Point of Beginning, in Section 30, Township 21 South, Range 29 East, lying and being in Orange County, Florida.

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS SURPLUS PROPERTY AVAILABLE FOR SALE AND AUTHORIZING THE DONATION OF SURPLUS PROPERTY TO ORANGE COUNTY

WHEREAS, the Central Florida Expressway ("CFX"), is empowered by Chapter 348, Part V, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway Facilities"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.*, of CFX's Property Acquisition, Disposition & Permitting Procedures Manual (referred to herein as the "Policy"), which Policy provides for the disposal of real property unnecessary or unsuitable for CFX's use; and

WHEREAS, pursuant to the Policy, "Excess Property" is "[r]eal property, of any monetary value, located outside of the current operating Right of Way limits of CFX not currently needed to support existing Expressway Facilities as determined by staff;" and

WHEREAS, pursuant to the Policy, where Excess Property is not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes, the CFX Board may declare such Excess Property to be "Surplus Property" through the adoption of a resolution and direct that the Surplus Property be sold; and

WHEREAS, section 5-1.01 of the Policy allows CFX to waive the procedures in a particular circumstance where deemed to be in the best interest of CFX and the public, provided that such waiver is not in conflict with state or federal law; and

WHEREAS, CFX staff and its General Engineering Consultant have examined the Expressway Facilities for State Road ("S.R.") 414 adjacent to the interchange for 441 and determined that a parcel of land consisting of 2,100 square feet of real property currently operated and maintained as an Orange County lift station identified by Orange County as Pump Station Plant 3465, as more particularly described in <u>Exhibit "A"</u> attached hereto and incorporated herein by reference ("Lift Station Parcel") is not needed to support existing Expressway Facilities; and

WHEREAS, CFX's General Engineering Consultant has certified that the Lift Station Parcel is not essential for present or future construction, operation or maintenance of the

Resolution No. 2020-_____ S.R. 414, Project 414-211, Parcel 408, Part H

Expressway Facilities or for CFX purposes and that the disposition of the Lift Station Parcel would not impede or restrict the Expressway System; and

WHEREAS, CFX's Right of Way Committee has determined that it is in the best interest of CFX and the public to designate the Lift Station Parcel as Excess Property; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that the Lift Station Parcel be designated as Excess Property and that the CFX Board adopt a resolution declaring the Lift Station Parcel to be Surplus Property; and

WHEREAS, Orange County, a charter county and political subdivision of the State of Florida ("County"), has made an application to CFX to request a donation of the Lift Station Parcel from CFX to the County for public utility purposes; and

WHEREAS, when CFX acquired the Lift Station Parcel in February 28, 2006 from Rose Grove, Inc., no consideration was paid for the Lift Station Parcel; and

WHEREAS, CFX's Right of Way Committee has determined that the sale of the Lift Station Parcel to the County for public utility purposes would be in the best interest of CFX and the public; and

WHEREAS, after reviewing the County's application, CFX's Right of Way Committee has recommended that the Lift Station Parcel be donated to the County for public utility purposes, in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government in which the Lift Station Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

1. CFX hereby declares that the Lift Station Parcel identified in **Exhibit "A"** attached hereto is not essential for present or future construction, operation or maintenance of the Expressway Facilities or essential for CFX purposes and is Excess Property.

2. CFX hereby finds that it is in the best interest of CFX and the public to declare the Lift Station Parcel as Surplus Property, and CFX hereby declares the Lift Station Parcel as Surplus Property available for sale.

3. CFX hereby finds that it is in the interest of both CFX and the public to sell the Lift Station Parcel to the County for public utility purposes.

4. Accordingly, CFX hereby declares that the Lift Station Parcel may be donated to the County for public utility purposes via Quit Claim Deed in accordance with CFX's Policy, except for the following conditions or modifications: (1) separate notice to the local government

Resolution No. 2020-S.R. 414, Project 414-211, Parcel 408, Part H

in which the Lift Station Parcel is located is not required; and (2) conveyance will be via Quit Claim Deed, rather than Special Warranty Deed.

5. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____ 2020.

Brenda Carey, Chairman

ATTEST:

Regla ("Mimi") Lamaute Board Services Coordinator

Approved as to form and legality

Diego "Woody" Rodriguez General Counsel

Resolution No. 2020-S.R. 414, Project 414-211, Parcel 408, Part H

EXHIBIT "A"

Legal Description of the Property

Begin at the Northwest corner of Tract A, Rose Cove, as recorded in Plat Book 28, Page 51: Thence run South 50 feet, West 40.56 feet, East to the Point of Beginning, in Section 30, Township 21, Range 29 east, lying and being in Orange County, Florida.

CONSENT AGENDA ITEM #20

Aneth Williams

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams Director of Procurement

DATE: April 27, 2020

SUBJECT: Approval of Supplemental Agreement No. 4 with AutoBase, Inc. for Purchase of a New Road Ranger Truck Contract No. 001437

Board approval is requested for Supplemental Agreement No. 4 with AutoBase, Inc for a not-toexceed amount of \$85,000.00 to purchase a fully equipped new F-250 truck including Dynamic Message Sign (DMS) for use by the Road Ranger Service Patrol.

The additional vehicle is necessary to ensure that CFX maintains the recommended ratio of spare to in-service vehicles and also gives CFX a better assurance that the Road Ranger trucks maintain the level of service as planned.

Original Contract	\$6,295,550.00		
Supplemental Agreement No. 1	\$ 950,000.00		
Supplemental Agreement No. 2	\$ 13,132.58		
Supplemental Agreement No. 3	\$ 18,000.00		
Supplemental Agreement No. 4	\$ 85,000.00		
Total	\$7,361,685.58		

This purchase is included in the OM&A Budget.

Reviewed by:

3.0

Don Budnovich, PE Director of Maintenance

Com tresserione

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 4 entered into this 14th day of May 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes the CONTRACTOR to purchase a new F-250 fully equipped truck including Dynamic Message Sign (DMS) to complement the fleet used by the Road Ranger Service Patrol in a not to exceed amount of \$85,000.00; and,
- 2. The CONTRACTOR hereby agrees to purchasing a new F-250 fully equipped truck including the Dynamic Message Sign (DMS); and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No.43 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 4 is necessary to facilitate the purchase of a new F-250 truck with DMS for Road Ranger Patrol Services.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: \$85,000.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	
	Director of Procurement
Date:	
AUTO	BASE, INC.
By:	
	Authorized Signature
Print N	ame:
Title:	
Attest:	
	Notary
Date:	

ORIGINAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 3 entered into this 27th day of February 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "CONTRACTOR"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes for the CONTRACTOR to provide and maintain a web-based Dashboard of performance measures and data of Road Ranger activities. The CONTRACTOR will pull data on a daily basis and maintain the dashboard for a 12-month term; and,
- 2. The CONTRACTOR hereby agrees to providing and maintaining a web-based Dashboard at an additional cost of \$18,000.00 and invoicing CFX \$1,500.00 monthly beginning March 1, 2020; and,
- 3. CFX and CONTRACTOR agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 3 is necessary to facilitate the Data Analytics Dashboard for Road Ranger Services.

1

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: \$18,000.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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"20)所能会 # 7:25

By: Director of Procurement

Date:

AUTOBASE, INC. By: Authorized Signature a LaBella Print Name:

Title:

Attest: Notary Date: 020

LAUREN CLOUDE	
NOTARY PUBLIC, STATE OF NEW YORK	: 1
Registration No. 01CL6355339	1
Qualified in Nassau County	
Commission Expires March 6, 2021	-1

REVIEWED AND APPROVED BY CFX LEGAL

2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

This Supplemental Agreement No. 2 entered into this 17th day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to purchase seven (7) sets of Dynamic Message Board (DMS) wiring harness systems and two (2) used DMS Boards; and,
- 2. The Contractor hereby agrees to the purchase of the DMS at an additional cost of \$13,132.58; and,
- 3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 2 is necessary to facilitate the purchase DMS Board.

12 GEO 28 AN S120

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Road Ranger Safety Service Patrol

Contract No.: 001437

Amount of Changes to this document: \$13,132.58

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Date:

Director of Procurement 12/28/18

AUTOBASEAINC.

By:

Authorized Signature

onna Labella Print Name: Title:

Attest: Notary Date: \cap

I ALIDENI CLOUIDE
LAUREN CLOUDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL6355330
Qualified in Nassau County
Commission Expires March 6, 2021

118 DEC 25 Ar 8126

REVIEWED AND APPROVED BY CFX LEGAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Road Ranger Safety Service Patrol

Contract No: 001437

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This Supplemental Agreement No. 1 entered into this 13th day of December, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and AUTOBASE, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 8, 2018, for services pertaining to Road Ranger Safety Service Patrol, (the "Contract").

- 1. CFX wishes to amend the Scope of Service to extend the service hours from 8:00 P.M. to 10:00 P.M. at the same hourly of \$38.81/per hour; and,
- 2. The Contractor hereby agrees to the revisions at an additional cost of \$950,000.00; 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 Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.
- 4. This Supplemental Agreement No. 1 is necessary to revise the language in the Scope of Service to extend the service hours.

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SUPPLEMENTAL AGREEMENT NO. 1

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Contract Name: <u>Road Ranger Safety Service Patrol</u>

Contract No.: _____001437

Amount of Changes to this document: \$950,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: _ @ U
Director of Procurement Date: $12/17/18$
AUTOBASE, INC.
By: Dorra Tabella
Authorized Signature
Print Name: Donna La Bella
Title: <u>President</u>
Attest: Raurer Cloude
Notary Date: 12.142018

LAUREN CLOUDE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01CL6355339 Qualified in Nassau County Commission Expires March 6, 2021 REVIEWED AND APPROVED BY CFX LEGAL Joseph I Passintone

*18 DEC 17 ex10:30

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND AUTOBASE, INC.

ROAD RANGER SAFETY PATROL SERVICE

CONTRACT NO. 001437

CONTRACT DATE: NOVEMBER 8, 2018 CONTRACT AMOUNT: \$6,295,550.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, POTENTIAL CONFLICT DISCLOSURE FORM, AND PERFORMANCE & PAYMENT BOND

ROAD RANGER SAFETY SERVICE PATROL

CONTRACT NO. 001437

NOVEMBER 2018

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CONTRACT Contract No. <u>001437</u>

This Contract is made this 8th day of November 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and AUTOBASE, INC., a New York corporation, registered and authorized to do business in the State of Florida, whose principal address is 326 Bayview Avenue, Amityville, NY 11701 hereinafter "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Road Ranger Safety Service Patrol and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about September 05, 2018, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

WHEREAS, CONTRACTOR was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

Contract No. 001437

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Contract No. 001437

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is \$6,295,550.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

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4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the

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event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the

public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the

Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND BONDING

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company.

Contract No. 001437

No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 **Commercial General Liability:** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability:** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 Workers' Compensation Insurance: Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance: Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 **Professional Liability:** 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 CONTRACTOR.

8.6 Information Security/Cyber Liability Insurance: If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit A minimum limit of 50% of the policy aggregate
- Technology Products E&O \$1,000,000 (Only applicable for Vendors supplying technology related services and or products)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 **Commercial Crime Insurance:** If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the

certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 **Performance and Payment Bond:**

8.9.1 <u>General Requirements of the Bond</u>: The Contractor shall furnish to the CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to 20% of the amount of the Contract amount to be renewed annually. Such bond shall be executed on the form furnished by the CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the CFX. The surety agent's name, address, and telephone number shall be clearly stated on the face of the bond.

8.9.2 <u>Continued Acceptability of Surety</u>: In the event that the surety executing the bond (although acceptable to the CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the CFX's initial approval of the company, then the CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the Contractor from his payment of premium on the defaulting bond, will be borne by the CFX.

9. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually

responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss; and
- (ii) all workplace laws, regulations, and posting requirements; and
- (iii) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

10.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. 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.

15. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFXs Director

of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

17. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

18. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

20. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for

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a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

22. **RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

23. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

24. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

25.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

25.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

25.4 Obligations upon expiration or termination of the Contract; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

26.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

27. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

29. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions

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of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX 4974 ORL Tower Road Orlando, Florida 32807 ATTN: Director of Maintenance

> CENTRAL FLORIDA EXPRESSWAY CFX 4974 ORL Tower Road Orlando, Florida 32807 ATTN: General Counsel

CONTRACTOR: AutoBase, Inc. 326 Bayview Avenue Amityville, NY 11701 ATTN: Donna LaBella President

31. EXHIBITS

This Contract references the exhibits listed below.

- Exhibit "A" Scope of Services
- Exhibit "B" Method of Compensation
- Exhibit "C" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

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Contract No. 001437

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 8, 2018.

ACCEPTED AND AGREED TO BY:

AUTOBASE, INC. By

Title

ATTEST: (Seal)

018 DATE:

32. CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Director of Procurement ANOCH Williams Print Name: _____ Date:

Approved as to form and execution for the use and reliance by CFX only.

General Counsel for CFX

EXHIBIT A

ROAD RANGER SAFETY SERVICE PATROL SCOPE OF SERVICES

1.0 Description

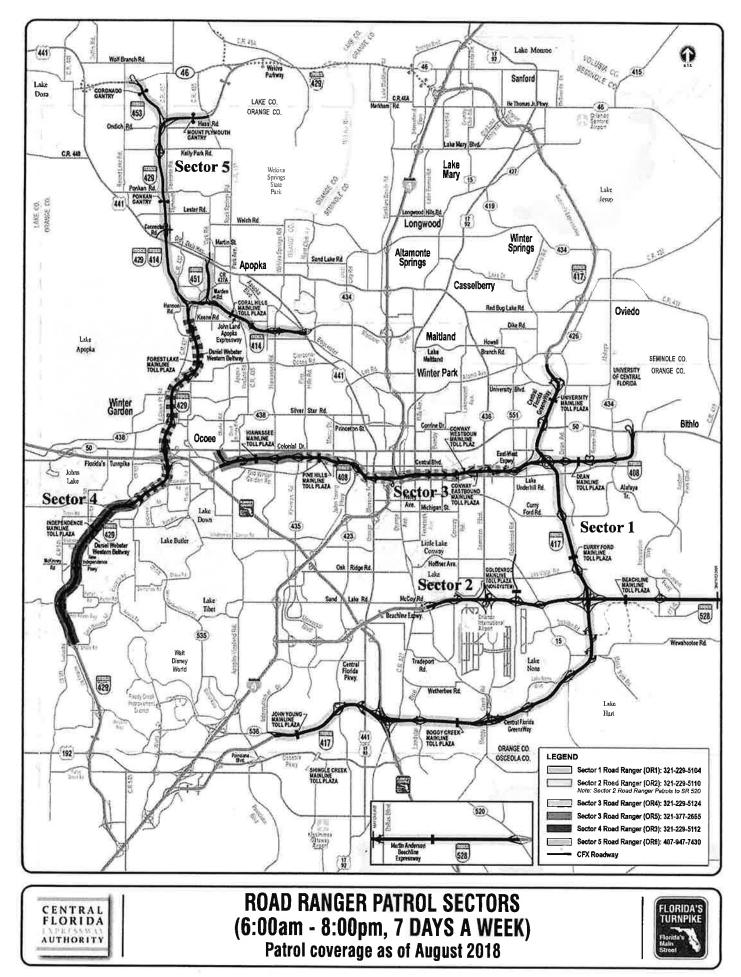
The Contractor shall provide a Road Ranger Safety Service Patrol to motorists stranded with disabled or damaged vehicles on the CFX operated portions of SR 408 (East-West Expressway), SR 417 (Central Florida GreeneWay) SR 528 (Beachline Expressway), SR 429 (Daniel Webster Western Beltway), SR 414 (John Land Apopka Expressway) SR 451, and SR 453 in Orange, and Lake Counties. This represents approximately 118 centerline miles of limited access tolled expressways Five (5) Patrol Sectors have been established. The sectors, as shown in Figure 1, are as follows:

Sector 1	One vehicle shall patrol SR 417 from Aloma Avenue to International Drive
Sector 2	One vehicle shall patrol SR 528 from Boggy Creek Road to SR 520.
Sector 3	One vehicle shall patrol SR 408 from Florida's Turnpike to Goldenrod Road. A second vehicle shall patrol SR 408 from Kirkman Road to SR 50.
Sector 4	One vehicle shall patrol SR 429 from Seidel Road to County Road 437A
Sector 5	One vehicle shall patrol SR 429 from County Road 535 to Mount Plymouth Road. This vehicle shall also patrol SR 414 from US 441 to SR 451 and shall patrol SR 451 from SR 414 to US 441, and SR 453 from SR429 to SR46 (Lake County).

The Contractor shall also retain a minimum of one (1) fully equipped spare vehicles identical to the regular patrol vehicles to replace any of the patrol vehicles that are unavailable for any reason. As such, the Contractor shall provide a minimum of Seven (7) patrol vehicles.

2.0 <u>Contractor Responsibilities</u>

2.1 The Contractor shall provide Safety Service Patrol Vehicles (a.k.a. "Road Rangers") with qualified operators and a variety of motorist services and related activities during patrol of the sectors. If a motorist does not request a specific towing service or repair facility, the Safety Service Patrol Vehicle Operator shall contact the Florida Highway Patrol (FHP) and request that towing service be provided through the FHP towing service rotation system. In no event shall the Safety Service Patrol Vehicle Operator provide or recommend any towing, repair service or facility to the motorist. If the motorist requests the assistance of a motor club, the Safety Service Patrol Vehicle Operator shall provide a cellular telephone for use by the motorist. See Road Ranger Patrol Sector Map (Figure 2) next page.



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2.2 General Requirements

2.2.1 Safety Service Patrol

The Contractor shall operate Safety Service Patrol Vehicles in the designated Patrol Sectors. These sectors may vary based on need. Safety Service Patrol Vehicles shall enter and exit the Patrol Sector at the nearest interchange or toll plaza. The Safety Service Patrol Vehicles shall continuously patrol their respective sectors in continuous loops. CFX will issue one (1) non-revenue E-PASS transponder for each sector vehicle. The transponder shall remain with the Safety Service Patrol Vehicle unless transfer to another vehicle is permitted by CFX. Transponders provided by CFX shall be used for business purposes only.

Off-duty Safety Service Patrol Vehicles shall be parked at a mainline toll plaza within the vehicle's designated sector. Toll costs to transport Safety Service Patrol Vehicle Operators to and from the mainline plazas in private vehicles shall be paid by the Contractor.

Safety Service Patrol Vehicles shall provide the required services in each Patrol Sector between the hours of 6:00 a.m. to 8:00 p.m., 7 days per week, 52 weeks per year. These periods may be changed, in writing, by CFX based on need. Such changes will not be accepted by CFX as the basis of any claim by the Contractor for an adjustment in the Contract unit price.

At any time during the term of the Contract, and any renewals, CFX reserves the right to adjust Patrol Sector locations to better accommodate demand for the service. CFX's Director of Maintenance or designated representative will advise the Contractor of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the Contractor is to provide service under the Contract.

- 2.2.2 Safety Service Patrol Vehicles shall not leave their designated patrol sectors except:
 - A. For mechanical failure of the Safety Service Patrol Vehicle. In this instance a backup vehicle shall be put into service.
 - B. To replenish fuel at the nearest facility not to exceed 2 miles from their designated patrol sector.
 - C. In response to an order from law enforcement officer or fire department official or at the direction of the Director of Maintenance.

D. To assist other patrol sector vehicles in a motorist assistance call.

2.2.3 Safety Service Patrol Activities Near End of Patrol Shift

When a Safety Service Patrol Vehicle Operator receives a request for service or assistance near the end of the operator's shift from CFX, RTMC (Regional Traffic Management Center), a customer call, or a law enforcement officer, the operator shall respond. The required services shall be made prior to making a shift change.

2.2.4 Maintenance of Safety Service Patrol Vehicles

The vehicles shall be kept neat and clean and shall be maintained in conformance with the requirements of the Motor Vehicle Code and applicable Florida Statutes.

2.2.5 Inspection of Safety Service Patrol Vehicles by CFX

All Safety Service Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the CFX. Unsafe, poorly maintained vehicles, or improperly equipped vehicles, as determined by CFX, shall be removed from service and replaced at no cost to CFX. The Contractor shall immediately replace vehicle(s) removed from service.

2.2.6 Provision for Penalty or Cancellation Due to Non-Performance

If at any time a Safety Service Patrol Vehicle or Safety Service Patrol Vehicle Operator is unavailable for routine sector patrol, the Contractor shall be assessed a penalty of \$100.00 per hour for each hour service is not provided. Such penalty charges will be deducted from invoiced amounts otherwise due the Contractor.

The following list of infractions will be considered as non-compliance by the Contractor and an immediate reduction in payment will be made as listed below:

- 1. Truck not properly equipped \$100.00 per occurrence/per shift.
- 2. No cellular telephone or inoperative telephone \$100.00 per occurrence/per shift.
- 3. Sleeping or sitting idle on duty \$1000.00 per occurrence.
- 4. Inoperative or partially functional AVL system \$1000.00 per day.
- 5. Inoperative or partially functional Dynamic Message Sign (e.g., failed pixel board, inoperative handheld unit or controller, inoperative power tilt, CFX standard message library missing from controller) \$100.00 per day per vehicle.
- 6. Failure to use a Dynamic Message Sign for maintenance of traffic \$50.00 per occurrence.
- 7. Incomplete Motorist Aid Service Logs \$50.00 per occurrence.

- 8. Improper uniforms \$50.00 per occurrence/per shift.
- 9. Crossing of medians will not be tolerated- \$100.00 per operator's first occurrence. A repeat violation by an operator will result in removal of the operator from providing any services as part of this contract.
- 10. Vehicle not fully equipped as specified herein-\$100.00 per day per vehicle.
- 11. AVL and Event Manager shall be integrated into SunGuide and shall be utilized during all assists (see below). In cases when the AVL and Event Manager are disconnected from SunGuide for more than 1 hour-\$1000.00 per occurrence.

The reduction in payment as described will continue to be applied until the Contractor is in compliance with the terms and conditions of the Contract. It shall be the Contractor's responsibility to notify the Director of Maintenance when in compliance. Application of this non-compliance reduction in payment will not waive CFX's right to terminate the Contract in the interest of CFX.

2.3 Safety Service Patrol, Vehicle Equipment, Accessories, Parts and Communications Equipment Requirements

All equipment and materials provided by the Contractor in the performance of the services described herein shall remain the property of the Contractor upon completion of the Contract unless otherwise specifically identified in this Scope of Services.

2.3.1 Safety Service Patrol Vehicle Requirements

Each Safety Service Patrol Vehicle shall be a new model year 2018 full size heavy duty 2 ton long bed pickup capable of carrying the equipment specified in this Scope of Services. (Given the short lead time for implementation of this contract. The vendor may utilize used (2) ton pickup chassis in very good condition, for a period of up to 12 months from NTP.) Each vehicle shall also have an extended cab with seat belts for passengers on both the front and rear benches. After three years of service if the vehicles are in good condition as determined by CFX, the Contractor may request the vehicles continue to be used at a lower operating cost per vehicle hour proposed by the Contractor. The lower operating cost shall be consistent and applied to each vehicle even if the age of the vehicle does not exceed 3 years. The Contractor's request for continued use of the vehicles and the proposed lower operating cost shall be made in writing. CFX reserves the right at its sole discretion to approve or deny the request based on the vehicles condition and maintenance history of the vehicles.

Each Safety Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door: CFX- furnished logos (); "Road Ranger" painted in 2" black letters below the logo; and 2-inch-wide conspicuity tape markings (red/white strip) applied to the sides, rear bumper and tailgate as shown in figures 3 through 6. (The photos shown in figures 4 through 6 are current

vehicles and the only change is "Motorist Service Patrol" to Safety Service Patrol" on the new vehicles.)

The design of all markings, except for the CFX logo shall be submitted by the Contractor to CFX for review and approval prior to applying markings to the vehicles. All identification markings shall be maintained in a clean and readable condition throughout the term of the Contract and any renewals. Covering CFX logo or other identification marking is prohibited. The Contractor will be assessed a penalty of \$500 per occurrence for violating this requirement.

Figure 3





Figure 5



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Prior to the initial patrol, the Contractor shall inspect each patrol vehicle and its associated equipment, accessories and parts to ensure the vehicles meet all specifications and requirements contained herein. The Contractor shall perform similar inspections throughout the term of the Contract and any renewals. Any deficiencies noted during these inspections shall be corrected immediately prior to service patrols. The Contractor shall fully document all inspections and provide copies to CFX on a monthly basis using forms approved by CFX.

The Contractor shall equip each Safety Service Patrol Vehicle with the following items:

- A. Towing straps rated at 3,000 pounds minimum.
- B. Rubber face push bumper.
- C. Spot light.
- D. Power outlets ("hot boxes" or equivalent), front and rear-mounted, with outlets compatible to 12 volt booster cables.
- E. Two (2) heavy duty, 850 CCA (Cold Cranking AMP) (Minimum) (Dual Battery Switch) Batteries located under the hood.
- F. Suitable cab lighting.
- G. Rear work lights.
- H. A roof mounted Halogen light bar using white and amber colors. Whelen Model #9004SL or CFX approved equivalent.

Dynamic Message Signs (DMS):

Each Safety Service Patrol Vehicle shall also be equipped with a fully programmable, full matrix, dynamic message sign (LED technology) that shall be operated within the cab of the patrol vehicle in slow moving (under 15 mph) or stationary conditions. The Contractor shall use the DMS to provide advisories and assist with maintenance of traffic as a means of improving safety on the expressway system.

CFX will furnish seven (7) dynamic messages signs. The Contractor shall be responsible for all maintenance costs incurred for all vehicle mounted DMS signs. Furthermore, the Contractor shall be responsible for having sufficient working vehicle mounted DMS boards and applicable replacement spare parts available during all service hours. Monthly inspections shall be conducted by CFX or its designee to verify all vehicle mounted DMS boards are working properly and all replacement spare parts inventory is in stock.

The Contractor shall be responsible for the installation of all vehicle mounted DMS. The unit shall be mounted above the cab and roof mounted Halogen light bar and shall pivot into place from the horizontal to vertical position as needed. The Contractor shall also be responsible for the transfer of all vehicle mounted DMS to new vehicles, if applicable, during the term of the Contract and any renewals. At the closeout of the Contract, the Contractor shall: 1) demonstrate to CFX that all CFX-furnished vehicle mounted DMS are in complete working order; 2) remove the DMS from the patrol vehicles; and 3) deliver the DMS to an CFX-designated location in Orange County, Florida.

The Contractor shall be responsible for all maintenance costs for the vehicle mounted DMS and related components throughout the term of the Contract and any renewals. This includes both manufacturer recommended preventative maintenance as well as repairs. The Contractor shall inspect each sign monthly and provide an inspection report with each monthly invoice. This inspection is in addition to inspections conducted by CFX. The Contractor shall maintain an inventory of spare parts in order to minimize repair times. At the closeout of the Contract, the Contractor shall turn over any CFX- furnished vehicle mounted DMS spare parts to CFX.

At a minimum, the Contractor shall provide and maintain the following spare parts:

Qty
3
1
1

The Contractor shall use only spare parts and repair procedures recommended and approved by the DMS manufacturer. Should the Contractor use non-approved parts or installation techniques that causes additional failures or damage to the equipment, the Contractor shall be responsible for all additional repair costs. Where significant damage may have resulted from the acts of the Contractor, the Contractor shall be responsible for the replacement cost of the dynamic message sign.

The Contractor shall coordinate with the CFX on the development of a standard message library to be programmed into the DMS controller. Additional messages may be added to the message library if approved in advance by an CFX

representative. The Contractor shall have a laptop with compatible Base Station DMS software available whenever maintenance activities or updates to the message library are performed. The Contractor shall also maintain a backup of the latest DMS message library sign configuration file at all times.

The Contractor shall be responsible for arranging for DMS training for all Safety Service Patrol Vehicle Operators at the beginning of the Contract term and whenever a new Safety Service Patrol Vehicle Operator is assigned. DMS training shall be provided by a certified DMS representative.

Automatic Vehicle Location (AVL) System:

The Contractor shall provide hardware, software, support, training, installation of equipment, and services that will be the basis of an Automatic Vehicle Location (AVL) system. The Contractor shall ensure there is an operational AVL monitoring system installed in each Safety Service Patrol Vehicle and shall be responsible for protecting all system components. Throughout the term of the Contract and any renewals, the Contractor shall be responsible for all costs associated with the maintenance of the AVL system including any equipment in use by CFX, Florida's Turnpike Enterprise, and the Florida Department of Transportation District Five for communication with the AVL system. The Contactor shall be responsible for all fees associated with the operation of this system.

The AVL system shall use Global Positioning System (GPS) technology to provide real-time location information for Safety Service Patrol Vehicles. The AVL system shall provide automatic tracking of Safety Service Patrol Vehicles that is accessible via a user friendly client interface using a standard web browser with an internet connection. The client interface shall provide a vehicle polling and tracking capability that will enable CFX to vary the polling cycle (maximum of once per minute) to ensure the accurate real time tracking of vehicles. The client interface shall be provided at the following locations:

- CFX Headquarters located at 4974 ORL Tower Rd, Orlando, FL 32807
- Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) located at 133 South Semoran Boulevard, Orlando, FL.
- Contractor's facility

The Contractor shall install all necessary equipment on each Safety Service Patrol Vehicle to facilitate AVL including, but not limited to, a GPS receiver and a digital modem. The Contractor shall use a cellular data service provider communications services between the vehicles and the gateway server. The AVL system shall include, but not be limited to, the following:

1. GPS Receiver:

Provide and install a Global Positioning Satellite (GPS) receiver on each vehicle that provides latitude, longitude, speed and heading for the AVL function and is appropriate for integration into an AVL application. The receiver shall accurately locate the vehicle within 30 feet. The receiver shall include a permanently mounted external vehicle antenna. The receiver shall be powered from 12 Volts DC from the vehicle.

2. Data Modem:

Provide and install a data modem transceiver on each vehicle. The modem transceiver sends and receives data from the GPS receiver and communicates with the wireless communications network. The modem transceiver shall communicate with the wireless communications network in both transmit and receive modes with the vehicle in motion and at rest. The modem transceiver shall maintain a network connection with all vehicle electrical devices in operation. The modem transceiver shall include a permanently mounted external vehicle antenna. The modem transceiver shall be powered from 12 Volts DC from the vehicle.

3. Wireless Cellular Data Network:

Provide access and air-time on a wireless cellular data network for all mobile data communications. The wireless network shall be suitable for AVL, providing connectivity from data modems installed in the vehicle and the gateway server.

4. Gateway Server:

Provide access to a gateway server. The gateway server shall receive vehicle position and status data over a wireless cellular data network. The gateway server shall archive and serve the data in real-time to clients via the Internet using standard TCP/IP protocols. The gateway server shall provide the AVL data source for the mobile position and fleet tracking client software.

5. Mobile Position and Fleet Tracking Client Software:

Provide access to a web-based AVL mobile position and fleet tracking client software capable of displaying real-time vehicle position and status data on a digital map via an internet browser. The mobile position and fleet tracking client software shall be accessible via an internet connection with a Uniform Resource Locator (URL) to a password protected website. The mobile position and fleet tracking client software shall provide, at a minimum, the following capabilities:

- a. Track vehicles on a digital map
- b. View a vehicle's position, speed, heading, and status

- c. Locate addresses
- d. Place map pins at user-defined locations
- e. Change map pin title and symbol
- f. Zoom/Pan on map
- g. Locate vehicles by unique Service Patrol Vehicle Identifiers
- 6. SunGuide Software Interface:

The Florida Department of Transportation District Five Regional Traffic Management Center is currently using the SunGuide traffic management software and is planning to do so over the term of the Contract. The FDOT RTMC operations staff or their designated contractor will monitor Safety Service Patrol Vehicle activity via SunGuide Software. The AVL and data input system known as the AVL Data Acquisition Component shall used by the Safety Service Patrol staff to record and receive event and Road Rangers dispatch information. This information shall be CFX-approved and integrated into the Florida Department of Transportation's SunGuide software at the expense of the Contractor. Specific interface requirements are as follows:

- a. The AVL Data Acquisition Component shall acquire vehicle information containing position coordinates in XML format and provide it to SunGuide via the existing SunGuide AVL interface version V5.1.1 or later.
- b. The AVL Data Acquisition Component shall be able to acquire a data file in XML format via the existing SunGuide AVL interface.
- c. If multiple files are provided to SunGuide containing more than one position for a vehicle, the AVL data acquisition component shall order the position reports by vehicle chronologically so the most currently reported position is last in the list.

The AVL Data Acquisition Component shall also have an interface with the Florida Department of Transportation's SunGuide Event Manager Subsystem. The AVL Data Acquisition Component shall have two way communications between the Road Ranger Vehicle and the RTMC. The system shall allow the RTMC operators to dispatch the Road Rangers via SunGuide. The AVL Data Acquisition Component shall allow the Safety Service Patrol Staff to open, update, and close the events electronically and automatically from the vehicle.

Within 5 calendar days of the Notice to Proceed, the Contractor shall demonstrate connectivity between the AVL data acquisition component and FDOT

District 5. This demonstration is also required of CFX's SunGuide System as directed by the CFX. The Contractor shall demonstrate a fully functional AVL system where Safety Service Patrol vehicles are actively displayed on CFX's, FDOT District 5 SunGuide Map.

The Contractor shall also demonstrate two-way communications to the FDOT RTMC within the SunGuide Event Manager subsystem. The RTMC Operator shall be able to use SunGuide to demonstrate the AVL data acquisition component receiving dispatch from the RTMC, opening an event, updating the event, receiving updates from the RTMC, closing the event and ensuring the event has been logged for monthly invoicing. The AVL data acquisition component interface shall have all data elements as required by the existing SunGuide AVL interface such as location IDs, events, and activities as directed by CFX.

The Contractor shall ensure all events in CFX's right of way are successfully submitted to the SunGuide software. Any events occurring on FTE right of way shall be called into the FTE TMC. The Contractor shall report all events, regardless of their location, and shall include all events in the monthly and quarterly logs that are delivered to CFX and described within this Scope of Services.

2.3.2 Equipment/Accessories/Parts Requirements

Each Safety Service Patrol Vehicle shall have a tool box containing:

1. Screwdrivers:

Standard 1/8, 3/16, 1/4, 5/16 (1 each) Phillips head #1 and #2 (1 each) Star Driver (1 set).

- 2. Needle nose pliers (1 pair).
- 3. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair).
- 4. Crescent wrenches:

8 inch (l each) 12 inch (l each).

- 5. 5 pound hammer (1 each).
- 6. Rubber mallet (1 each).
- 7. Electrical tape (20 yards).

- 8. Duct tape (20 yards).
- 9. Tire pressure gauge (1 each).
- 10. Mechanic's wire (25 ft. roll).
- 11. Bolt cutters (1 pair).
- 12. Wire cutting pliers (1 pair).
- 13. Complete set of open end and box wrenches (both metric and standard).
- 14. Diesel fuel (minimum 10 gallons) In approved can or tanks.
- 15. Unleaded gasoline (minimum 10 gallons) In approved can or tanks.
- 16. 3 quarts of SAE 10W-30 motor oil.
- 17. First Responder First Aid Kit, fully and continuously stocked (1 each).
- 18. Fire extinguisher, 10 pound Dry Chemical ABC (2 each)- Meeting all safety requirements. If seal is broken, unit shall be tested, resealed and certified.
- 19. Pry bar, minimum 36 inches in length (1 each).
- 20. Radiator water (10 gallons).
- 21. 4 inch x 6 inch x 12 inch wood blocks (2 each).
- 22. 24-inch-wide street broom (1 each).
- 23. Shovels

Square-end (l each) Round-end (l each).

- 24. Highway wet flares, 30-minute burn (36 each).
- 25. Cones, 36" inch reflectorized per FDOT Design Standard Index 600, sheet number 12 of 13. (15 each).
- 26. Hydraulic floor jack, 2-ton (1 each).
- 27. Lug wrenches (metric and standard) to fit all vehicles (1 set each)

- 28. Air operated impact wrench with sockets to fit all vehicles (metric and standard) (1 set each).
- 29. Air compressor, 200 psi capacity, rechargeable portable air tank, hose and fittings capable of inflating tires of vehicles and operating impact wrench for tire removal and replacement (1 each).
- 30. Large flashlight and spare batteries (1 set).
- 31. Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to vehicle's power outlets, minimum 25 feet in length (l set).
- 32. Funnel, multi-purpose, flexible spout (1 each).
- 33. Trash can, 5 gallon (l each).
- 34. 5-gallon absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry" (2 each).
- 35. Individual 8 ounce water bottles of purified drinking water. (minimum of 15 each at all times).
- 36. A copy of the current telephone company white and yellow pages.
- 37. Business cards identifying the service and contact number for comments and questions. (500 each)
- 38. Copy of Florida Statutes Chapter 316
- 39. Cards printed with Florida Statutes Chapter 316.061 to provide to customers (100 each)
- 40. Disposable 35 mm camera, minimum 12 exposures (2 each).
- 41. Engine Coolant, 1 gallon (1 each)
- 2.3.3 Communications Equipment Requirements
 - A. Each Safety Service Patrol Vehicle shall be equipped with a cellular mobile telephone on CFX's fleet service and approved by the CFX. The phones shall be available for all motorist service contacts. The Contractor shall be responsible for all costs associated with the cellular telephones throughout the term of the Contract and any renewals. The Contractor shall obtain and maintain all necessary licenses.

B. Public Address System

Each Safety Service Patrol Vehicle shall be equipped with an external speaker and public address system, 100 watts minimum.

- 2.4 Safety Service Patrol Vehicle Operator's Duties and Responsibilities
 - 2.4.1 Patrol Duties

The Safety Service Patrol Vehicle Operator shall continuously patrol the designated sector seeking disabled/damaged vehicles, stranded motorists, debris in the roadway, spilled loads, accidents, obstructions to traffic and other potential hazards, etc.

- 2.4.2 Clearing, Clean-up and Communication
 - A. The Safety Service Patrol Vehicle Operator shall: clear lanes of all disabled/damaged vehicles in accordance with this Scope of Services; remove debris, spilled loads, etc., encountered in the sector; remove small non-hazardous debris from the roadway and paved shoulder area and place the debris in areas designated by the Director of Maintenance.
 - B. The Safety Service Patrol Vehicle Operator shall call the following parties where appropriate:
 - (1) FHP and the CFX for accidents, emergencies, law enforcement situations, or for rotation towing of vehicles.
 - (2) Local fire departments for verified fires. Also notify FHP and the CFX.
 - (3) The CFX and FHP for large spilled loads or large debris, or in other situations as appropriate.
 - (4) The FDOT Regional Traffic Management Center (RTMC) or Florida's Turnpike Enterprise Turkey Lake Traffic Management Center (where appropriate) to offer assistance with traffic control at incident locations in their patrol sector.
 - C. Assistance to Motorists

Unless responding to an emergency dispatch causing lane closure, the Safety Service Patrol Vehicle Operator shall not pass up any stranded motorist on any CFX sector. If the operator must pass a disabled motorist because he is responding to an emergency dispatch causing lane closure, he shall notify the RTMC of the location of the stranded motorist for an operator from another sector to attend to.

The Safety Service Patrol Vehicle Operator shall provide prompt, courteous and skillful assistance to motorists as follows:

- (1) Place a red tag or sorry card for abandoned vehicles.
- (2) Offer assistance to motorist to move the disabled vehicle from traffic lanes in accordance with Florida Statute Chapter 316.
- (3) Clear debris from roadway.
- (4) Give pulled over motorist directions.
- (5) Maintenance of traffic when needed by FHP or to protect a disabled vehicle.
- (6) Provide fuel to motorist enabling them to reach the closest fueling location.
- (7) Change flat fires.
- (8) Provide jump starts.
- (9) Provide oil.
- (10) Transport motorist to a safe area.
- (11) Provide drinking water, etc., when necessary.
- (12) Provide water and engine coolant.
- (13) Assist motorist with mechanical failures and perform minor repairs where feasible if the repair can be made quickly (maximum 15 minutes).
- (14) Relocate vehicle if directed by FHP or CFX.
- (15) Provide the motorist a telephone if necessary.
- (16) Provide assistance for lock outs.
- (17) Provide absorbent for spills.
- (18) Extinguish fires without compromising operator's safety, otherwise wait for Fire Rescue.
- (19) Call wrecker for the motorist.
- (20) The Safety Service Patrol Vehicle Operator shall never leave a motorist stranded with a disabled vehicle in a potentially unsafe or dangerous location on the roadway. The Safety Service Patrol Vehicle Operator shall remain with a motorist in dangerous environments until help arrives or they can be relocated to a safe area. The Safety Service Patrol Vehicle Operator shall also remain with a motorist who expresses concern over their safety if the Safety Service Patrol Vehicle leaves.

The Safety Service Patrol Vehicle Operator shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of operator and/or termination of the Contract.

A-17

D. Advice to Motorists

Prior to providing services, the Safety Service Patrol Vehicle Operator shall advise the motorist of the following:

- (1) Moving, fueling, servicing the vehicle or calling a towing service is being provided free of charge as a courtesy by CFX.
- (2) The Safety Service Patrol Vehicle Operator will attempt minor repairs not to exceed approximately fifteen (15) minutes once the vehicle is cleared from the travel lanes.
- (3) Should repairs not prove feasible or solve the problem, the motorist will be allowed up to three (3) telephone calls (inclusive of "411") of three (3) minutes duration each within Orange, Seminole, Lake and Osceola Counties, using the Safety Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation.
- (4) All costs for further service, towing or transportation must be paid by the motorist.

E. Disabled Vehicles

The Safety Service Patrol Vehicle Operator shall offer assistance to motorists to move disabled vehicles from the traffic lane. If the motorist refuses to move the vehicle, the operator shall provide the motorist with a copy of Florida Statutes Chapter 316.061 printed on a card informing them that they may be cited for a non-moving violation, punishable as provided in Chapter 318. If the motorist continues to refuse to move the vehicle, the operator shall contact the FHP for assistance and remain on the scene until FHP personnel arrive. The Safety Service Patrol Vehicle Operator shall not attempt to move the disabled vehicle until directed to do so by the FHP.

If the motorist requests assistance to move the vehicle, the operator shall use an appropriate method of moving the disabled vehicle from the traffic lanes.

Vehicles that are disabled due to lack of fuel shall be provided with a minimum amount of proper fuel to reach the closest fueling location. If the vehicle is not then able to continue under its own power, the Safety Service Patrol Vehicle Operator shall contact the FHP for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

All disabled vehicles that are relocated shall be parked on the shoulder area with the wheels turned away from the roadway and the parking brake set if possible.

F. Abandoned Vehicles

When an abandoned vehicle is observed, the Service Patrol Vehicle Operator shall contact the FHP to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic. The Safety Service Patrol Vehicle Operator shall tag the vehicle with a comment/sorry card depicting the time/date the vehicle was discovered.

If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Safety Service Patrol Vehicle Operator shall request the FHP for assistance to move the abandoned vehicle to the roadway shoulder.

G. Accidents

The Safety Service Patrol Vehicle Operator shall call for law enforcement, fire and ambulance assistance as necessary at accident scenes and remain at such scenes until the appropriate assistance arrives. The Safety Service Patrol Vehicle Operator shall follow all directions of law enforcement personnel.

The Safety Service Patrol Vehicle Operator shall protect accident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, dynamic message board, and assisting in traffic control.

H. Assistance to Law Enforcement Personnel

The Safety Service Patrol Vehicle Operator shall render assistance to law enforcement personnel when requested. Safety Service Patrol Vehicle Operators shall follow the instructions of law enforcement personnel.

I. Transporting Motorists

The Safety Service Patrol Vehicle Operator shall make every reasonable effort to avoid leaving the motorist and any other passengers stranded on the roadway. If the motorist refuses vehicle assistance or towing services, the Safety Service Patrol Vehicle Operator shall, follow the procedure in subarticle 2.4.2., paragraph E, above for disabled vehicles. The Safety Service Patrol Vehicle Operator shall not transport a mororist or passengers to a private residence.

- J. The Safety Service Patrol Vehicle Operator shall notify CFX when dead animals need to be removed from the roadway or paved shoulder.
- K. Notice/Questionnaire/Response Form

CFX will provide a postage paid, Notice/Questionnaire/ Response Form for the Safety Service Patrol Vehicle Operator to provide to every individual receiving assistance from the Contractor.

- L. Adhere to "BLEEP" (Beachline Emergency Operations Plan) operational Procedures in coordination with FDOT & FHP
- 2.5 Safety Service Patrol Vehicle Operator Requirements

Safety Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be at least 18 years of age, have a safe driving record as defined in Florida Statute 322.121 (2-7) and no criminal record. A criminal history record check conducted by the State's Department of Law Enforcement and the Federal Bureau of Investigation shall be provided by the Contractor to CFX for each employee (operator) when hired. Re-checks shall be conducted every six months. These criminal record checks shall go back as far as the employee's date of birth. Contractor shall provide CFX with employee (operator) driver's license checks every six (6) months.

The Contractor shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations and every six (6) months thereafter.

Safety Service Patrol Vehicle Operators shall be competent in the tasks of operating the safety service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The Contractor shall provide work/employment history of the proposed operators for review and acceptance by CFX prior to assigning operators to Safety Service Patrol Vehicles. The work/employment history shall show adequate mechanical background to perform the required vehicle repairs. The CFX reserves the right to reject vehicle operators prior to being assigned duties. CFX also reserves the right to require dismissal of any employee who is not suitable or is not able to perform the required duties.

The Safety Service Patrol Vehicle Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon CFX. Safety Service Patrol Vehicle Operators shall:

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- Wear a uniform style shirt with collar and dark trousers or Bermuda shorts (no jeans) while on duty. Uniform shirts shall include CFX logo on one sleeve and Florida's Turnpike Enterprise logo on the other sleeve. Undershirts, if worn, shall not have printing or pictures that show through the outer shirt. If a hat or jacket is worn, it must match the uniform and be without adornment, lettering or patches unless specifically approved byCFX. The uniforms shall be clean at the start of each shift.
- 2. Be well-groomed and courteous at all times.
- 3. Wear clearly visible name plates reflecting operator's first and last name. No emblems, patches, Contractor names, or Contractor logos will be permitted.
- 4. Inspect assigned Service Patrol Vehicles at the beginning of each shift and take action as necessary to ensure that they are in compliance with all specifications and requirements of this Scope of Services.
- 5. Keep cellular telephone 'on' and the volume 'up'.
- 6. Remain on the assigned Patrol Sector and depart from the Patrol Sector only as described in this Scope of Services.
- 7. Exercise caution and safety at all times and obey all traffic laws.
- 8. Stop on the roadway within the sector only to provide service as outlined herein.
- 9. Use extreme caution in moving all disabled vehicles.
- 10. Accept no payment for any type of service rendered.
- 11. Contact CFX and FHP when appropriate.
- 12. Carry no firearms or other weapons either on their persons or in the Service Patrol Vehicle.
- 13. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
 - a. When merging or exiting from traffic lanes to an incident site.
 - b. To warn traffic when performing services specified herein.
- 14. Wear orange safety vest with reflective striping at all times while outside the Service Patrol Vehicle.
- 2.6 Safety Service Patrol Vehicle Operator Training and Certification Requirements

All Safety Service Patrol Vehicle Operators shall obtain the following training and certifications within sixty (60) calendar days from the date of Contract award. New operators hired after Contract award shall also be required to obtain the following training

and certifications within (60) days of hire. The cost for training and licensing operators is the responsibility of the Contractor. If the Contractor chooses to do its own training, the trainer(s) shall be fully certified and licensed (if required) to conduct the training.

The Contractor shall ensure that all Safety Service Patrol Operator Certifications remain valid for the term of the Contract and any renewals. Under no circumstances shall a Safety Service Patrol Operator be allowed to operate under the Contract if his/her various mandatory certifications/training have expired.

The Contractor shall document that operators have completed these training requirements. The Contractor shall maintain a current listing, by Safety Service Patrol Operator names, documenting the types of training received, date training was received, the date training/certification expires, location of training and instructor's name. The list shall be provided to CFX each quarter of the calendar year, beginning with the effective date of the Contract.

- 1. Certification and Training in CPR.
- 2. Certification and Training in Basic First Aid.
- 3. Basic Maintenance of Traffic (MOT) Training.
 - a. Safety Service Patrol Operators are required to have training on Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) involving setting up maintenance of traffic (MOT). This "Utility Level" shall be obtained from a firm or individual certified to teach the "Utility Level" MOT Training Course. If a new employee is not able to immediately attend MOT training, then the Contractor shall show the employee a training video in conjunction with hands-on training to ensure that the new employee understands the basic safety principals of MOT. This process shall only be used to temporarily satisfy this requirement for new employees until the operator can attend the required training.
 - b. Safety Service Patrol Operators shall attend a refresher MOT course annually.
- 4. DMS Operational Training (operators) and DMS manufacturer maintenance training (Contractor maintenance personnel).

2.7 Safety Service Patrol Vehicle Logs

Each Safety Service Patrol Vehicle Operator shall maintain a "Safety Service Patrol Log" that shall be completed daily and made available to CFX upon request. The Contractor

shall provide a laptop personal computer or tablet located in the cab of each safety service patrol vehicle with a driver-friendly application in order to collect the log data electronically as well as be entered in SunGuide. All service patrol log data shall be provided monthly in an electronic database format (Microsoft Access .mdb file extensions or CFX-approved equivalent). The database structure shall be subject to CFX approval. Hand-written logs shall only be used as a backup in the event the laptop or tablet is not functioning. The Contractor shall convert any hand-written log data into a standard electronic format approved by CFX.

The Safety Service Patrol Log shall include:

- 1. The date of the log entry.
- 2. The following times (using military time):
 - a. The time when the Safety Service Patrol Vehicle Operator was advised of a given incident.
 - b. The time of arrival of the Safety Service Patrol Vehicle at a given incident.
 - c. The time of departure of the Safety Service Patrol Vehicle from the scene of a given incident.
- 3. The nature each incident including (Activity list is subject to change throughout the contract):

Abandoned	Made Own Arrangements
Debris	Place Sorry Card
Directions	Call Wrecker
MOT	Vehicle Overheating
Gone on Arrival	Drinking Water
Gas	Coolant
No Assistance	Engine/Mechanical
Tire Service	Relocate Vehicle
Jump Start	Void
Oil	Phone
Other	Translate
Transport	Lock Out
Assist FHP	Absorbent
Minor Repair	Medical Assistance
Diesel	Drinking Water
Extinguish Fire	Coolant

4. Whether the incident/assist was detected by normal patrol activity or in response to a dispatcher's call

- 5. The incident/assist location and approximate distance to a mile post or call box number, the lane(s) in which the incident was located, the direction of travel of the lanes, the patrol sector number. The latitude/longitude of the stop shall also be documented electronically and associated with the log entry.
- 6. When available, the following information shall be recorded.
 - a. The vehicle's make, model, body type, and license plate number.
 - b. The nature of the problem.
 - c. The disabled vehicle driver's name.
 - d. The type of assistance provided by the Service Patrol Vehicle Operator.
 - e. Any damage evident before, and after, pulling or pushing the vehicle.
 - f. If additional assistance was required.
 - g. If FHP is on Scene, do not record information.
- 7. Weather conditions.
- 8. The Safety Service Patrol Vehicle Operator's name.
- 9. Safety Service Patrol Vehicle number.
- 10. Safety Service Patrol Vehicle odometer reading at beginning and ending of each shift.
- 11. Other pertinent information or comments.
- 12. Milestones of incidents if not updated in SunGuide by the RTMC.

CFX reserves the right to change the data required or the method of collection and reporting at any time.

2.8 Safety Service Patrol Vehicle Activity Reports

The Contractor shall prepare and submit to CFX monthly and quarterly activity reports summarizing the daily logs. The statistics contained within these reports will be used by CFX to measure the utilization, effectiveness, and performance of the program. Specifically, reports shall be prepared to allow CFX to evaluate stops and assists by sector, expressway, assist category, shifts, driver, etc.

The Contractor shall formulate CFX-approved reports using SunGuide and commercially available software. Activity reports shall be provided in an electronic format as well as a formatted hard copy deliverable. CFX may request up to 15 unique reports to be included in each monthly or quarterly activity report submission. The Contractor shall coordinate with CFX on the content and format of the reports. The report templates shall be submitted to CFX for review and approval prior to use. Report submissions shall clearly delineate stops and assists made on CFX operated portions of the patrol sectors.

2.8.1 Monthly Activity Reports

Activity reports shall be submitted monthly summarizing the previous month's stops and assists. Monthly activity reports shall be provided with monthly invoices. Submittals shall be made within 10 calendar days after the end of the month.

2.8.2 Quarterly Activity Reports

The Contractor shall submit Quarterly Activity Reports that summarize stops and assists since the beginning of the Contract. Submittals shall be made within 10 calendar days after the end of the calendar quarter.

3.0 Compensation

Compensation will be in accordance with the Method of Compensation.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM #21

MEMORANDUM

TO: CFX Board Members

Aneth Williams

FROM: Aneth Williams Director of Procurement

DATE: April 27, 2020

SUBJECT: Approval of First Contract Renewal with Traffic Engineering and Management, LLC dba Control Specialists for Traffic Signal Maintenance Contract No. 001322

Board approval is requested for the first renewal of the referenced contract with Traffic Engineering and Management, LLC dba Control Specialists for a not-to-exceed amount of \$200,000.00 for one year beginning August 1, 2020 and ending July 31, 2021. The original contract was three years with two one-year renewals.

The services to be provided under this renewal include traffic signal maintenance and installations of new traffic lights.

Original Contract	\$500	,000.00
Supplemental Agreement No. 1	\$	0.00
Supplemental Agreement No. 2	\$	0.00
Supplemental Agreement No. 3	\$ 38	,242.00
First Renewal	<u>\$200</u>	,000.00
Total	\$738	,242.00

This project is included in the OM&A Budget.

1m BC

Reviewed by: Don Budnovich, PE Director of Maintenance

Reserver

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT RENEWAL NO. 1 AGREEMENT CONTRACT NO. 001322

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of May 2020, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Traffic Engineering and Management, LLC dba Control Specialists Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated August 1, 2017, whereby CFX retained the Contractor to provide traffic signal maintenance 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 \$200,000.00, 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.

TRAFFIC ENGINEERING AND MANAGEMENT LLC, d/b/a/ CONTROL SPECIALISTS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

Authorized Signature

BY: _____ Director of Procurement

Title:

ATTEST: ______ (SEAL)

If Individual, furnish two witness:

Witness (1) ______ Witness (2) ______

Legal Approval as to Form

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Traffic Signal Maintenance Services Contract No. 001322 Supplemental Agreement No. 3

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This Supplemental Agreement No. 3 entered into this 22nd day of May, 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS (the "CONTRACTOR"), registered and authorized to conduct business in the State of Florida, whose principal place of business is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 32789, the same being supplementary to Contract No. 001322, dated August 1, 2017, as previously supplemented by Supplemental Agreements No. 1 and 2, for traffic signal maintenance services (hereinafter "the Contract").

RECITALS

WHEREAS, CFX wishes to increase the scope of work to add spare traffic signal controllers/accessories in the amount of \$15,722.00 and Remove and replace overhead signal at NB SR 417 at Narcoossee Road in the amount of \$22,470.00 as per Contractor's quotes (attached hereto and made part of this supplemental) and

WHEREAS, the Contract requires CONTRACTOR to provide and maintain the specified policies of insurance and to name CFX as an additional insured pursuant to paragraph 14 of the Contract; and

WHEREAS, Orange County, Florida, has requested that it be added as an additional named insured; and

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to supplement this Agreement to add Orange County, Florida, as an additional insured.

NOW, THEREFORE, the parties agree to supplement the Contract by adding the following requirement:

1. Add Spare traffic signal controllers/accessories and remove and replace overhead signal at NB SR 417 at Narcoossee Road.

2. Orange County, Florida, shall be named as an additional insured under any and all public liability policies.

3. CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations under the Contract as supplemented. All the remaining provisions of the Contract, as previously supplemented, shall remain in full force and effect.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Traffic Signal Maintenance Services

Contract No. 001322

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Amount of Changes to this document: \$38,242.00

IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplement Agreement No. 3 on behalf of the parties on the date below.

APPROVED BY:

	TRAFFIC	CENGINEERING	AND
	MANAGI	EMENT, LLC, d/b	/a
	CONTRO	L SPECIALISTS	
	By:	Boo Ullle	\bigcirc
	Print Nam	e: W. Bruce	O'Donoghue
	Title:	CEO	
Attest: Jarger a. Moon	_(Seal)		
Date: May 28, 2019			1 - sec. 27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

Approved as to form for execution for reliance by CFX only.

General Counsel for CF

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Traffic Signal Maintenance Services Contract No. 001322 Supplemental Agreement No. 2

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2017 SEP 7 AM10:04

This Supplemental Agreement No. 2 entered into this 1st day of September, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated August 1, 2017, for traffic signal maintenance services.

- 1. CFX wishes to replace the existing Traffic Signal Maintenance Cost Schedule (identified as Exhibit "B" in the Contract) with the revised Schedule attached to this Supplemental Agreement and identified as Attachment 1 with an effective date of September 1, 2017.
- 2. The Contractor hereby agrees to the replacement of the existing Schedule with the attached revised Schedule.
- 3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

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SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Traffic Signal Maintenance Services

Contract No. 001322

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Supplemental Agreement No. 2

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:	Que
-	Director of Procurement
Date:	9/13/17-

TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

CONTROL ST BOTTENSTS	
By: MMualling	,
Title: Business Manager	
Attest:A. Moon (Seal)	JOYCE A. MOON Commission # GG 080051 Expires July 6, 2021 Bended Thru Troy Feln Insurance 800-385-7019
Date: 8/31/17	-
W. Bruce O'Donoghue, to me I	Known personally.

Approved as to form and execution, only:

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTAL AGREEMENT NO. 1

2017 SEP 7 AM10:03

Contract Name: Traffic Signal Maintenance Services Contract No. 001322 Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 31st day of August, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated August 1, 2017, for traffic signal maintenance services.

1. CFX wishes to amend the language in Agreement as follows:

Delete the second paragraph of Article B. 2. Term, in its entirety and insert the following new language in its place:

It is mutually agreed between both parties that this Agreement may be <u>renewed</u> extended at the expiration of the initial term for <u>two-one-year renewal periods</u> a period of one (1) to five (5) years from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. Rates are subject to change, but not to exceed five percent (5%) in a given year. The rates described in the Cost Schedule attached to the 2009 Agreement as Exhibit "A", <u>as Exhibit "B"</u>, or any subset thereof, are subject to increase provided that the Owner deems such rate increase reasonable in light of increased costs to CONTRACTOR and assents in writing."

- 2. The Contractor hereby agrees to the amended language with no increase in the Contract amount or Contract term.
- 3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Traffic Signal Maintenance Services

Contract No. 001322

Supplemental Agreement No.1

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

9/13/17 Date:

TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

By:	What Milling	
Title:	Business Manager	
Attest:	Jane de Moon (Seal)	JOYCE A. MOON Commission # GG 080051 Expires July 6, 2021 Bonded Thru Troy Fain Insurance 800-385-7019
Date:	8/31/17	-
W.	Bruce O'Donoghue, to me	Known personally.

Approved as to form and execution, only:

Hamistre

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001322

This Agreement is made this <u>1st</u> day of August 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" or "Owner," and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 32789, hereinafter the "CONTRACTOR."

WITNESSETH:

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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 the authority, 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 traffic signal maintenance services; and

WHEREAS, on or about August 27, 2015, the CONTRACTOR entered into an amendment to an agreement with the City of Winter Garden to provide the same services as required by CFX; and

WHEREAS, the contract between the CONTRACTOR and the City of Winter Garden was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included sealed bids from other contractors; and

WHEREAS, a Request for Proposals or competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the City of Winter Garden 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 City of Winter Garden; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with the City of Winter Garden, a copy of which is attached to this Contract as **Exhibit "D**", 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:

- A. **RECITALS.** The recitals are true and incorporated as terms.
- B. ADOPTION OF TERMS IN THE CITY CONTRACT. The parties adopt the terms and conditions in the Contract with the City of Winter Garden as amended ("City Contract"), a copy of which is attached hereto, subject to the substitutions or revisions reflected below. For ease of reference, the terms of the City Contract have been reiterated below with the additions and deletions highlighted by underlines and strikeouts, respectively. Paragraphs 1 through 5 are from the Amendment to the Contract and the paragraphs that follow are from the original City Contact. The paragraph numbers from the Amendment and the original City Contract have been modified to allow for sequential numbers.
 - 1. SCOPE OF WORK. The CONTRACTOR shall be available on the request of the Owner to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to Exhibit "A": Traffic Signal Intersections Maintained and Operated for CFX (attached).
 - 2. TERM. This Agreement shall be for an initial term of three (3) years from the date of the Agreement; however, the Owner shall have the right to cancel and terminate this Agreement, in its sole discretion, during the term thereof, upon giving written notice to the CONTRACTOR at least ninety (90) days prior to the intended date of termination. In the event of termination the CONTRACTOR shall be entitled to receive payment for services and work performed and materials and/or equipment furnished under the terms of this Agreement as directed by the Owner up to the date of termination provided it is acknowledged that the CONTRACTOR shall not be entitled to any damage liquidated or otherwise caused as a result of such termination.

It is mutually agreed between both parties that this Agreement may be renewed at the expiration of the initial term for two one-year renewal periods from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. The rates described in the Cost Schedule attached as **Exhibit "B,"** or any subset thereof, are subject to increase, not to exceed five percent (5%) in a given year, provided that Owner deems such rate increase reasonable in light of increased costs to CONTRACTOR and assents in writing.

- 3. WHEN EFFECTIVE. This Agreement shall have no effect unless and until it is approved by the CFX and executed by the parties, whichever occurs last, at which time its initial term shall begin.
- 4. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter. This Agreement supersedes any

and all prior agreements, discussions, negotiations, arrangements, or understandings, whether written, oral or implied, with respect to the subject matter of this Agreement.

5. PUBLIC RECORDS LAWS. CONTRACTOR acknowledges and agrees that Owner is a public entity that is subject to Florida's public records laws and as such, documents in CONTRACTOR's possession relating to performance under this Agreement may be subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt under applicable law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, audio or video tape, photograph, or other writing of the CONTRACTOR, its representatives, employees, subcontractors, subsubcontractors, agents, entities, and its independent contractors and associates related, directly or indirectly, to this Agreement (collectively the "Agreement Records"), shall be deemed to be a public record, whether in the possession or control of Owner or CONTRACTOR, unless determined not to be a public record, or to be otherwise exempt from disclosure, by Owner in its sole discretion. Any Agreement Record that has not been determined by Owner, in its sole discretion, to be exempt from the public records laws, shall be subject to inspection by the public in accordance with the provisions of Chapter 119, Florida Statutes, and other applicable laws and regulations, on the same terms and conditions as Owner's public record inspection policies. To ensure that Agreement Records that are exempt or confidential under the public records laws are not disclosed, CONTRACTOR shall not disclose any Agreement Record in response to a public record request from a member of the public without first obtaining written permission from Owner. While in the possession and control of CONTRACTOR, its representatives, employees, subcontractors, sub-subcontractors, agents, entities, independent contractors, and associates, all Agreement Records shall be secured, maintained, preserved, and retained in a manner consistent with the public records laws, at CONTRACTOR's expense, and CONTRACTOR shall not destroy an Agreement Record without Owner's authorization. Upon request by Owner, CONTRACTOR shall, at CONTRACTOR's expense, within five (5) business days, supply a copy or copies of any Agreement Record to Owner. All Agreement Records shall, at any and all reasonable times during the normal working hours of CONTRACTOR, be open and freely exhibited to Owner for the purposes of examination and/or audit. Since Owner's documents are of utmost importance to the conduct of Owner's business and because of the legal obligations applicable to Owner and which may be applicable to CONTRACTOR under the public records laws, CONTRACTOR agrees that it shall, under no circumstances, withhold possession of any Agreement Record, including originals, copies or electronic images thereof when such are requested by Owner, regardless of any contractual or other dispute that may arise between CONTRACTOR and Owner. Upon termination or expiration of this Agreement, CONTRACTOR shall transfer to Owner, at CONTRACTOR's expense, all Agreement Records in the possession of CONTRACTOR and its representatives, agents, entities, independent subsubcontractors, subcontractors. employees. contractors, and associates, and shall, at Owner's direction, destroy any duplicate public records that are exempt or confidential under the public records laws. All Agreement Records stored electronically must be provided to Owner in a format that

is compatible with the information technology systems of Owner. This Paragraph Six (6) survives expiration and termination of the Agreement.

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, email: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

As set forth in Section 119.0701, Florida Statutes, a portion of which is reiterated below, CONTRACTOR shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR keeps and maintains public records upon completion of the contract, 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.

6. EXECUTION OF WORK. The CONTRACTOR shall execute the work under this Agreement in the following manner:

- a. The CONTRACTOR certifies that it is a full-time specialized contractor in the State of Florida, and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for the Owner.
- b. The CONTRACTOR shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by CFX's Director of Maintenance, hereinafter referred to as Director.
- c. The CONTRACTOR shall provide qualified employees of the CONTRACTOR who shall be available at all times, day and night, for on-site consultation with the Director regarding traffic signal Issues. The CONTRACTOR shall furnish the name and telephone number of such representatives to the Director upon execution of this Agreement.
- d. The CONTRACTOR shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear or comparable flashing lights or bars.
- e. The CONTRACTOR, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.
- f. The CONTRACTOR shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.
- g. The CONTRACTOR shall promptly notify the Director of the disablement of any piece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.
- h. The CONTRACTOR shall promptly report to the Director any unauthorized construction or repair work by others on the Owner's equipment being maintained under this Agreement. The CONTRACTOR shall also report any construction or repair work in progress that may endanger or damage the equipment of the Owner's system.
- i. The CONTRACTOR shall act in the best interest of the Owner in selection of material and equipment which has been authorized for purchase by the Director. In addition, the CONTRACTOR shall advise and assist the Director regarding the settlement of claims on defective materials and equipment used in traffic signal,

school flasher and highway safety equipment when purchased by the CONTRACTOR.

7. JOB NUMBERS:

- a. The CONTRACTOR, prior to commencement on any routine maintenance, shall receive a Purchase Order Number from the Director. Upon completion of the work the CONTRACTOR shall notify the Director of the scope, nature and cost of such work performed. Exhibit "C" Traffic Signal Maintenance Inspection List shall be completed with each routine maintenance inspection.
- b. The CONTACTOR, at the beginning of each month, shall submit to the Director a copy of all Invoices for approval of payment. A separate invoice shall be used to identify each job.
- c. The CONTRACTOR shall be issued a separate Purchase Order and Job Number from the Director prior to the commencement of any work to be performed for non-routine maintenance, construction, major repairs and capital purchases. If the Director orally directs that a repair be made during non-working hours, a Job Number will be issued to the Contactor on the next normal day of operation to cover the pre-authorized cost of the repair.
- 8. COMPENSATION: The Owner shall pay the CONTRACTOR for work performed as outlined in **Exhibit "B"**.
- 9. EXTRA WORK: It is understood and agreed under this Agreement that the CONTRACTOR shall hold itself ready at all times to perform emergency planned maintenance for the Owner on traffic lights, caution lights, school flashers and roadway safety lighting. In addition, the Owner shall have the CONTRACTOR perform the installation and construction of new equipment for the Owner under this Agreement. This includes major repairs or major changes in any system. The new construction or major repairs shall be performed only after receiving written notice from the Owner. If the CONTRACTOR desires to perform any work or project involving new installations or major repairs, the CONTRACTOR shall furnish the Owner with a firm price for all the work necessary to perform such major repair or to complete such new construction.
- 10. TIME AND CHARGES: If it becomes necessary to install a temporary controller due to damage to a traffic signal which changes the timing or sequence, or any other special feature of a traffic signal, the Director shall be notified in writing giving the reason for the change, the nature of the change and the approximate date the traffic signal shall be returned to normal service. The Director shall also be notified in writing within a reasonable time when the original equipment has been repaired and replaced. The Director must authorize any and all timing changes on Owner's traffic signals. Whenever the Director determines a condition that warrants the modification of timing or dial settings on traffic control systems, the Director shall advise the CONTRACTOR of such changes and the CONTRACTOR shall keep timing and dial

setting in accordance with the Director's instructions at all times. If the Director is unavailable in the event of an emergency the CONTRACTOR shall make such time changes as are necessary.

- 11. 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 the Owner 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 the Owner all invoices and statements for which it requests reimbursement.
- 12. METHOD OF PAYMENT: Upon completion of all work under a Purchase Order and/or Job Number, the CONTRACTOR shall submit an Invoice to the Director for approval. The Invoice shall reference the Purchase Order and/or Job Number, the date, time, location, reporting agencies, repairs made and the itemized costs.
- 13. PERFORMANCE BOND AND LABOR/MATERIAL BOND: The CONTRACTOR shall post a labor and material bond in the amount of \$10,000.00 which shall guarantee payment by the CONTRACTOR of all sums of money due for any labor and materials furnished under this Agreement. The CONTRACTOR shall also furnish a performance bond in the sum of \$10,000.00 which shall guarantee performance of any and all duties under this Agreement. For new construction or other major projects, the Owner may require a bond of a greater amount.
- 14. INSURANCE: The CONTRACTOR shall provide and maintain at all times during this Agreement, without cost or expense to the Owner, policies of insurance generally known as liability policies, insuring the CONTRACTOR against any and all claims, demands and causes of action whatsoever for injuries received and damage to property in connection with this Agreement. Said polices shall insure the CONTRACTOR in the amount of not less than \$1,000,000.00 per person, in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence and property damage insurance in the amount of \$1,000,000.00. The CONTRACTOR shall provide and maintain Worker's Compensation insurance as required by Florida State Statute 440. The Owner shall be entitled to thirty (30) days' notice of any change or cancellation in said policies. The Owner shall be named as additional insured under any and all public liability policies.
 - a. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the

following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon contract execution:

- i. Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.
- ii. **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;
- b. Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX. Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.
- c. 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.

- d. If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.
- 15. FINAL PAYMENT: The Owner shall hold the final payment due the CONTRACTOR until all equipment has been inspected and inventoried. The costs of any equipment unaccounted for, or deficiencies in workmanship during the year, shall be subtracted from the final Agreement payment. A complete inventory, including a list of all field and traffic equipment supplied by the Owner, shall be made prior to the beginning and termination of the Agreement.
- 16. INDEPENDENT CONTRACTOR: The CONTRACTOR shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees as the agent, employee or representative of the Owner.

The CONTRACTOR agrees that they shall be solely responsible to parties with whom they shall deal in carrying out the terms of this Agreement and shall be responsible for the agreements they shall make with the third party or for those obligations incurred by the CONTRACTOR to such third parties in carrying out the terms of this Agreement.

- 17. TERMINATION FOR CAUSE: If, through any cause, the CONTRACTOR shall fail to fulfill in a timely manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the Owner shall have a right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, specifying the effective date thereof, at least ten (10) days before the effective date of such termination.
- 18. PERSONAL SERVICE CONTRACT: This Agreement is not assignable by the CONTRACTOR without the expressed written consent of the Owner.
- 19. 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.
- 20. SEVERABILIIY: In the event a Court of Competent Jurisdiction finds any sentence, provision, paragraph or section of this Agreement null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from this Agreement.

C. CFX'S ADDITIONAL STANDARD PROVISIONS

21. SUBLETTING AND ASSIGNMENT; SUBCONTRACTOR APPROVAL CLAUSE: CFX has selected CONTRACTOR to perform the Scope of Work based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

ARDAMAN & ASSOCIATES, INC. ASTEC UNDERGROUND UTILITIES LLC MAMMOTH CONSTRUCTORS LLC OGLESBY CONSTRUCTION, INC. PJQ, INC. PRECISION CONTRACTING SERVICES, INC. SOUTHERN PAINTING & BLASTING, LLC

Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Agreement as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Agreement.

If, during the term of this Agreement and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by the CONTRACTOR to CFX at the time this Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor/subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), CONTRACTOR shall first submit a request to the Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

Prior to retaining a subcontractor/subconsultant or assigning any work to a subcontractor/subconsultant, CONTRACTOR shall verify that the subcontractor/subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. If CFX's discovers that CONTRACTOR is utilizing a subcontractor/subconsultant who has a conflict, CFX has the right to immediately terminate the Agreement.

- 22. 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).
- 23. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
- 24. PRESS RELEASES: CONTRACTOR shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Agreement, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.
- 25. PERMITS, LICENSES, ETC.: Throughout the term of the Agreement, 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.
- 26. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT: CONTRACTOR acknowledges that CFX officials and employees are subject to the Statutory Code of Ethics codified in Chapter 112, Part III, and CFX's Ethics Policy. CONTRACTOR acknowledges that it has read, and to the extent applicable, that it will comply with the aforesaid Ethics Policy in connection with performance of the Agreement.

In the performance of the Agreement, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Agreement services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full.

27. RELATIONSHIPS: CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

- 28. SURVIVAL OF EXPIRATION OR TERMINATION: Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Agreement:
 - a. Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and
 - b. Any other term or terms of this Agreement which by their nature or context necessarily survive the expiration or earlier termination of the Agreement for their fulfillment.
- 29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF AGREEMENT: CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Agreement and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.
- 30. 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.
- 31. UNAUTHORIZED ALIENS: CFX shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and

Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement.

32. E-VERIFY CLAUSE: CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Agreement. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

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 of Directors at its meeting on July 13, 2017.

APPROVED BY:

	TRAFFIC ENGINEERING AND	MANAGEMENT, LLC, d/b/a
	CONTROL SPECIALISTS	
	By: Mare Milling	*
	W. Bruce O'Donoghue	Business Manager
	Print Name and Title	2
Attest:	Jana a- Moon (Seal)	
Date:	7/26/17	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Approved as to form and execution, for reliance by CFX only.

General Counsel for CFX

CONSENT AGENDA ITEM #22

MEMORANDUM

TO: **CFX Board Members**

FROM: Aneth Williams **Director of Procurement** Aneth Williams

DATE: April 27, 2020

SUBJECT: Approval of ARC Document Solutions, LLC as a Subcontractor for the Public Information Services Contract with Quest Corporation of America, Inc. Contract No. 001298

Quest Corporation of America, Inc., CFX's Public Information Services Contractor, has requested approval to use ARC Document Solutions, LLC to perform audio visual services. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed by Quest Corporation of America, Inc. when its contract with CFX was originally awarded.

Board approval of ARC Document Solutions, LLC as a subcontractor to Quest Corporation of America, Inc. is requested.

Reviewed by: Angela Melton (May 7, 2020)

Angela Melton Manager of Communications

Michelle Maikisch

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Quest Corporation of America____ Date: March 24, 2020 CFX Contract Name: Public Information Services CFX Contract No.: 001298 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: ARC Document Solutions, Inc. Address: 503 Brookhaven Drive, Orlando, FL 32803 Phone No.: 407-898-3881 Federal Employee ID No.: Description of Services to Be Sublet: Quest requests that \$19,000 be added to the existing \$24,999.00 budget threshold for its subcontractor, ARC Document Solutions (ARC). ARC provides smart screens and TV monitors utilized in CFX public meetings. These screens have proven very useful in showing meeting attendees' where their property is in proximity to a CFX project or study area. ARC smart screens and monitors also aid consultant teams in answering questions about the project or study. Per the request of CFX, Quest added ARC as a subcontractor to the contract in September 2018. Since then, ARC invoices have totaled approximately \$17,000. For the remainder of 2020, Quest anticipates utilizing ACR services for a minimum of 12 public meetings with an anticipated cost of approximately \$27,000, well over the budget threshold for the ARC subcontract. This would allow for the continued support of ARC services for future public meetings. Estimated Beginning Date of Sublet Services: July 1, 2020 Estimated Completion Date of Sublet Services: November 9, 2020 Estimated Value of Sublet Services*: \$43,999.00 (Total for current 3-year contract) *(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) Diane Hackney, Assistant Vice President Title Angela Melton Digitally signed by Angela Melton Date: 2020.04.24 15:06:26 -04'00' Recommended by: Date: _____ (Signature of Appropriate CFX Director/Manager) Digitally signed by Michelle Michelle Maikisch (Signature of Appropriate Chief) Approved by: Date: _____ Attach Subconsultant's Certificate of Insurance to this Request. A-31

CONSENT AGENDA ITEM #23

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams Aneth Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:	Approval of Purchase Order to Vendor Network Support and	to PC Solutions & Integrations, Inc. for I Maintenance

Board authorization is requested to issue a purchase order to PC Solutions & Integrations, Inc. in a not-to-exceed amount of \$134,158.35 for annual support of CFX network hardware and software. This will be a cooperative (piggyback) procurement based on State of Florida Alternate Source Number 4322000-WSCA-ACS Master Agreement AR1470.

This support agreement will insure CFX continues to receive full vendor support for all Extreme Networks brand networking hardware and software supporting tolling services and internal operations.

This amount is budgeted in the OM&A Budget.

Rafael Millan

Reviewed by: Rafael Millan (May 6, 2020)

Rafael Millan Director of IT

formel

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011



CONSENT AGENDA ITEM #24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams Aneth Williams (May 6, 2020)
DATE:	April 27, 2020	
SUBJECT:		eement No. 3 with Vanasse Hangen Brustlin, Inc. ge Signs (DMS) Replacement Project 01419

Board approval is requested for Supplemental Agreement No. 3 for post design services with Vanasse Hangen Brustlin, Inc. for a not-to-exceed amount of \$109,114.28. The original contract was five years with five one-year renewals.

The services to be provided under this Supplemental Agreement will include shop drawing reviews, attendance at construction meetings, site visits, plan revisions and project management for the referenced project.

Original Contract	\$650	,000.00
Supplemental Agreement No. 1	\$	0.00
Supplemental Agreement No. 2	\$153	,505.33
Supplemental Agreement No. 3	<u>\$109</u>	,114.28
Total	\$912	,619.61

This project is included in the Five-Year Work Plan.

Reviewed by: BRYAN HOMAYOUNT (May 7, 2020)

Bryan Homayouni, PE Manager of Traffic Operations

> Glenn Pressimone Glenn Pressimone (May 7, 2020)

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM

Project 599-545 Contract 001419

SUPPLEMENTAL AGREEMENT NO. 3

ТО

AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 599-545)

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day of ______, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 2.13 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of December 2018 provides that after completion of the services outlined in Exhibit "A" for Project Number 599-545 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Additional Services and whereas, Articles 2.00 and 11.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

1

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated April 28, 2020 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated April 28, 2020. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$109,114.28.

3. Section 2.13 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

2

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Witness:		
WY ILLICOS.		

Assistant Secretary

By:_____

Director of Procurement

VHB, Inc.

Witness:	By:
Print Name:	Print Name:
Title:	Title:

C:\Users\homayounib.CFXWAY\Documents\VHB PDS-599-545 SA3.docx

AECOM

Date: April 28th, 2020

To: Bryan Homayouni, P.E / CFX

From: Patrick O'Shea, P.E./AECOM

Re: CFX Project No. 599-545 DMS Replacement Project SA# 3 (Post Design)

I have reviewed the fee sheet and scope of services submitted by VHB provided via email first on March 23, 2020 and then updated on April 28, 2020 for the DMS Replacement project. This supplemental agreement is to provide post design services for the referenced project.

The Supplemental Agreement request is attached, and cost are detailed below:

\$ 75,935.01	VHB as Prime
\$ 33,179.27	Total Subconsultant Fees
\$ 109,114.28	Total Requested Supplemental Amount

The total staff hours for each task were based upon the original negotiation and are reasonable and acceptable, and the staff hour rates are consistent with the original contract. The hours for Arc Flash Analysis were negotiated based upon the per unit/hour and scope provided by the CFX GEC (Dewberry). Therefore, it is recommended to approve this agreement.

Please call me at (407) 992-4322 if you have any questions or if you would like to discuss further.

Professional Engineering Post-Design Services

Contract 599-545: Design Consultant Services for DMS 3 Line Replacement Project

Supplemental No.3

Scope of Services

Prepared for

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



April 2020

1.0 SERVICES PROVIDED BY ACTIVITY

This Scope of Services will require the Designer to perform the following Post-Design tasks by activity. Each item is further detailed as required in the staff-hour forms. Assumes on-site factory/ field testing of equipment is not required.

- ACTIVITY C: Pre-Bid Conference
 - Attendance at Pre-Bid Conference by 3 people
- ACTIVITY D: Addenda
 - Provide Arc Flash Hazard Analysis and associated Detail Sheet Addenda as required for 8 Load Centers.
 - Provide Utility Power Company Coordination to complete Arc Flash Hazard Analysis.
- ACTIVITY E: Field Visits
 - Conduct up to 4 field visits, as required to address RFI, Addendum or Revisions.
- ACTIVITY F: Shop Drawing Reviews
 - Review and respond to shop drawing submittals from the contractor. This will also include any coordination with CFX to approve the shop drawing.
- ACTIVITY G: Requests for Information
 - Review and respond to up to 8 RFI's related to generator and electrical services and 8 RFI's related to structures
- ACTIVITY H: Meetings
 - Attend 1 Pre-award Meeting if deemed necessary by CFX or their representative.
 - Attend 1 Construction NTP Meeting if deemed necessary by CFX or their representative.
 - Attend 4 Construction Meetings if deemed necessary by CFX or their representative.
- ACTIVITY I: Plan Revisions
 - Review and provide up to 3 plan revisions for the ITS/SPM plan sheets and associated details.
 - ACTIVITY J: Bridge Load Ratings
 - Not Applicable
- ACTIVITY K: Geotechnical Services
 - o Not Applicable
- ACTIVITY L: Utilities

.

- o See Fee Sheets
- ACTIVITY M: Record Drawings
 - Review As-Built information provided by CEI. Update plan set to finalize Record Drawings.
- ACTIVITY N: Project Management
 - Provide project invoicing with progress reports.
 - Perform subconsultant and project coordination as necessary.
- ACTIVITY O: Survey
 - Not Applicable

Project 599-545 Contract 001419

SUPPLEMENTAL AGREEMENT NO. 2

ТО

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 10^{-10} day of <u>Ochober</u>, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

1

NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with an adjustment to Exhibit "B" and Exhibit "C" as outlined in the Consultant's September 3, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$106,003.68 to \$658,654.77.
 - b. The Direct Expenses Lump Sum (Prime) are adjusted upward by \$427.67 to \$2,239.04.
 - c. The Subcontract Items are adjusted upward by \$47,073.98 to \$91,532.88.

• Nadic	\$15,089.36
•ECHO	\$31,984.62

d. The Allowance remains unchanged at \$51,078.64.

The Total Maximum Limiting Amount is adjusted upward by \$153,505.33 to \$803,505.33.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Bν

Director of Procurement

19 NOV 14 PM 1:31

VANASSE HANGEN BRUSTLIN, INC.

Witness: Print Name:

By: Veargain Director

Approved as to form and execution, only.

General Counsel for CFX

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\Bryan H ITS\599-545 VHB - Three-Line (DMS) Replacement\SA1\VHB-599-545 -SA2.docx

AECOM

Date: September 3rd, 2019

To: Bryan Homayouni, P.E / CFX

From: Patrick O'Shea, P.E./AECOM

CC: Chirayu Amin/AECOM

Re: CFX Project No. 599-545 DMS Replacement Project SA# 2

I have reviewed the fee sheet and scope of services submitted by VHB provided via email first on August 26, 2019 and then updated on August 27, 2019 (after the August 27, 2019 negotiation meeting) for the Systemwide DMS replacement project. This supplemental agreement is to provide construction plans and documentation for the additional scope requested by CFX.

The Supplemental Agreement request is attached, and cost are detailed below:

\$ 106,431.35	VHB as Prime
\$ 47,073.98	Total Subconsultant Fees
\$ 153,505.33	Total Requested Supplemental Amount

The total staff hours for each task were based upon the original negotiation and are reasonable and acceptable, and the staff hour rates are consistent with the original contract. Therefore, it is recommended to approve this agreement.

Please call me at (407) 992-4322 if you have any questions or if you would like to discuss further.

150 North Orange Ave. Suite 200 • Orlando FL 32801 • 407-843-6552



September 3, 2019

Ref: 63446.00

Mr. Bryan Homayouni, PE Manager of Expressway Operations Central Florida Expressway Authority 4974 Orl Tower Rd, Orlando, FL 32807

Re: RE: CFX Project 599-545 Contract 001419 Supplemental Agreement #2 Scope of Services and Fee Sheets

Mr. Homayouni,

As per the findings of a Systemwide DMS location analysis and report prepared under the above referenced project, CFX has requested VHB to prepare a Supplemental Agreement to install three of the identified DMS locations within this report as part of this project.

Additionally, the overall project is being split into two separate construction projects which will be funded within two separate fiscal years. CFX has also requested the design of additional backup generator locations at four DMS sites within existing construction projects which will be completed by the time these projects go to construction.

The attached scope and fee sheets have been prepared to complete these additional requests.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

Vanasse Hangen Brustlin, Inc.

Joseph Perri Project Manager jperri@vhb.com

225 E. Robinson Street, Suite 300 Landmark Center Two Orlando, Florida 32801 P 407.839.4006 F 407.839.4008

Engineers | Scientists | Planners | Designers

CFX Project Number 599-545

Contract 001419

3 Line DMS Replacement Project

Supplemental Agreement #2 Scope of Work

<u>Scope</u>

As identified in the DMS location report as part of the original project, a total of three (3) additional DMS locations are being added to the project to provide the user of the system additional information on the approach to interchange locations.

Additionally, the project is being split into two separate construction plan sets which will entail modifications of the plans related to the split of the project. Four additional DMS locations being installed under the 408-128 and 417-134 projects are being proposed for Generator Backup location installations. Permitting to cross the OUC Railroad R/W as part of the SR 528 Electrical Microgrid is required.

As part of this work, the following defines the additional work efforts needed to design these additional DMS locations.

- 1. Detailed MOT plans will be developed to install these additional locations including coordination with the local agencies.
- 2. Utility coordination will be performed to identify and coordinate the power service locations with the utility agencies. Field meetings will be held with the electrical utility agency owner to locate and identify the service location. RGB's will be obtained to clear foundation locations.
- 3. Develop Utility Location Sheet for new foundation locations based on SUE information
- 4. Environmental field reviews will be performed to review and delineate the wetland locations.
- 5. Structural analysis will be performed for all three (3) locations. Structural drawings detailing the catwalks will be developed.
- 6. Overhead sign structure data tables will be developed for the new structures
- 7. Topographic surveys will be performed at two (2) locations setting a baseline and obtaining information to crate TIN files to develop cross section information. Subsurface Utility Engineering (SUE) will be conducted to locate any utilities vertically and horizontally at the proposed foundation locations. At the existing 417-26.9 MM location, survey information will be obtained to develop cross section information to install the proposed sign on the existing structure.
- 8. Geotechnical borings will be obtained at the proposed foundation locations for the two (2) new structure locations. A Geotechnical Boring Report will be provided along with boring sheets.
- 9. ITS analysis will include field reviews to identify the optimum locations of the proposed sign structure locations, electrical power subsystem analysis, voltage drop calculations, ITS plans will include the development of the power subsystem, voltage drop calculations, plan sheets, development of design reference files, development of quantities for the new DMS locations,

field review of the new DMS locations, plan sheet development, development of ITS details, splicing details, cross section development and development of service point details.

The work related to splitting of the plans, designing the Generator Backup systems at four additional locations and Railroad permitting includes the following:

- 10. Modification of Key Sheets, Tabulation of Quantity sheets, Project Layout Sheets, ten (10) Plan Sheets, five (5) Service Point Details and five (5) MOT location Plans.
- 11. Additional design of generator installations for four locations total within the 408-128 and 417-134 projects.
- 12. Field work related to the generator installations will be conducted.
- 13. Permitting packages for the crossing of the OUC railroad R/W will be developed for submittal to the agency and coordination with the agency will be conducted to obtain these permits.
- 14. QA/QC will be performed for all of the aforementioned.

SUPPLEMENTAL AGREEMENT NO. 1

ТО

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR

Three-Line Dynamic Message Signs (DMS) Replacement Project

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 20th day

of <u>Ciugusf</u>, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY

AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX"

and the consulting firm of VANASSE HANGEN BRUSTLIN, INC. of Orlando, Florida,

hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon. A miscalculation has been identified in the fee sheets included in Exhibit "C" of the said Agreement for Professional services and an adjustment has been mutually agreed upon to meet the requirements outlined in section 2.12 of Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED THAT:

- CFX hereby authorizes the CONSULTANT to proceed with an adjustment to Exhibit "B" and Exhibit "C" as outlined in the Consultant's July 19, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$37,886.01 to \$552,651.09.
 - b. The Direct Expenses Lump Sum (Prime) are adjusted upward by \$10.93 to \$1,811.37
 - c. The Subcontract Items are adjusted upward by \$2,802.16 to \$44,458.90.
 - Protean \$44,458.90
 - d. The Allowance is adjusted downward by \$40,699.10 to \$51,078.64.

The Total Maximum Limiting Amount remains unchanged at \$650,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Director of Procurement

VANASSE HANGEN BRUSTLIN, INC.

Witness: <u>UUDDA</u> Print Name: Andrea Word

Parl W. Yeargain, P.E. Managing Director

Approved as to form and execution, only.

linde AB Janon

General Counsel for CFX

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\Bryan H ITS\599-545 VHB - Three-Line (DMS) Replacement\VHB-599-545 -SA1.docx July 19, 2019 Ref: 63446.00



Mr, Bryan Homayouni, PE Manager of Traffic Operations Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807

Re: CFX 3 Line DMS Sign Replacement Contract No. 001419, Project No. 599-545 Request to use contract allocation funds

Mr. Homayouni,

VHB is requesting to utilize the contract allocation funding to cover the services associated with the design of the contract. This allocation is needed due to a miscalculation of the operating margin in the fee sheet during the negotiations process. The original operating margin percentage was applied to only the salary costs. Based on Exhibit B of the contract documents, section 2.12 details how the 12% operating margin is calculated. The calculations for the operating margin fee's should have been applied to the salary costs and the overhead additives combined.

Additionally, a subsequent review of the fee proposal identified a correction to the ITS analysis and plans task hours which included a reduction of 6 hours for task 33.17 to match the breakout description of the calculation of the hours and an addition of 15 hours for task 34.3 to develop the required number of quantity sheets for the project. These additional hours increased the Quality Assurance/Quality Control hours and Supervision hours by 1 hour each under tasks 34.20 and 34.21 since these are calculated as a direct percentage of the plan development tasks. These revisions equate to an additional 11 hours total being added to the fee proposal.

If you have any questions or concerns with this information, please do not hesitate to contact this office.

Sincerely,

Vanasse Hangen Brustlin, Inc.

Joseph Ver

Joseph Perri Project Manager jperri@vhb.com

CC: Jeannie Perez – CFX Kevin Redfield - VHB

> 225 E. Robinson Street, Suite 300 Landmark Center Two Orlando, Florida 32801 P. 407 839 4006

Engineers | Scientists | Planners | Designers |

F 4078394008

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND VANASSE HANGEN BRUSTLIN, INC.

DESIGN CONSULTANT SERVICES FOR THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT

CONTRACT NO. 001419, PROJECT NO. 599-545

CONTRACT DATE: DECEMBER 13, 2018 CONTRACT AMOUNT: \$650,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, POTENTIAL CONFLICT DISCLOSURE FORM, PROJECT ORGANIZATIONAL CHART, AND PROJECT LOCATION MAP

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, POTENTIAL CONFLICT DISCLOSURE FORM, PROJECT ORGANIZATIONAL CHART, AND PROJECT LOCATION MAP FOR

DESIGN CONSULTANT SERVICES FOR THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT

DESIGN SERVICES

CONTRACT NO. 001419 PROJECT NO. 599-545

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND PROJECT LOCATION MAP

FOR

DESIGN CONSULTANT SERVICES FOR THREE-LINE DYNAMIC MESSAGE SIGNS (DMS) REPLACEMENT PROJECT

DESIGN SERVICES

CONTRACT NO. 001419 PROJECT NO. 599-545

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Potential Conflict Disclosure Form
Е	Exhibit "E", Project Organization Chart
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Vanasse Hangen Brustlin, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Three-Line Dynamic Message (DMS) Replacement Project identified as Project No. 599-545 and Contract No. 001419.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit** "A", Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit** "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an $8-1/2 \times 11^{"}$ format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A**" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A**," with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit** "A", or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

ECHO UES, Inc Nadic Engineering Services, Inc. Protean Design Group

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$650,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 225 E. Robinson Street, Suite 300, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contract, the contractor keeps and maintains public records upon completion of the contract, the contractor keeps and maintains public records upon completion of the contract, the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the

CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and

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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.

Commercial General Liability coverage shall be on an occurrence form policy for all 14.1 operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

14.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

<u>No Contingent Fees.</u> CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D.**"

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

17.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or

been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 21.4. been engaged in business operations in Cuba or Syria; or
- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

23.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: Chief of Infrastructure
	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel
To CONSULTANT:	Vanasse Hangen Brustlin, Inc. 225 E. Robinson Street, Suite 300 Orlando, FL. 32801 Attn: Joe Perri
	Vanasse Hangen Brustlin, Inc. 225 E. Robinson Street, Suite 300 Orlando, FL. 32801 Attn: David Mulholland

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

28.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

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31.0. ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Potential Conflict Disclosure Form Exhibit "E", Project Organization Chart Exhibit "F", Project Location Map

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

VANASSE HANGEN BRUSTLIN, INC.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BY: Authorized signature SE REFIGME	BY BY Birector of Procurement
Print Name: Paul WY cargain P.E.	Print Name: Robert Johnson
Title: Managing Director	Effective Date: 3-71-2019
Sial	e of Florida ing of Orange foregoing instrument was acknowledged before me s 21st any of February, 2019 Day Paul io yfeargain, o is persimally known to nu.
Joseph & Passiatore	

General Counsel for CFX

'19 MAR 6 PH 3:22

Exhibit "A" Negotiated Scope of Services

Professional Engineering Design Services

Project 599-545: Three-line Dynamic Message Sign Replacement Project

Scope of Services

Prepared by

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority

April 27, 2018

1.0 GENERAL

1.1 PROJECT BACKGROUND

The Authority's Three-line Dynamic Message Signs (DMS) are a critical component of CFX mainline operations. Each 3-Line DMS displays important information related to traffic operations for each traveler. The DMS is located on existing structures throughout CFX's system. The messages displayed vary from travel time updates, to roadway alerts, to emergency information. In order to improve functionality, system reliability, and increase ease of maintenance, the Authority has elected to replace the twenty-six (26) twenty (20) existing three-line DMS.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Replacement of approximately twenty-six (26) twenty (20) three-line DMS. Addition of two (2) new three line DMS installations upon CFX direction (included in Contract Allowances).
- Evaluate and recommend a manufacture for the replacement DMS signs. The three manufacturers that are to be evaluated are Daktronics, SES America, and Telegra. The designer is to provide a report that justifies their recommendation to CFX.
- Structurally evaluate each existing three-line DMS structure to determine if each existing structure can be utilized for the proposed DMS. Design new structures on a case-by-case basis if existing structure cannot be re-used.
- Evaluate all existing DMS locations to determine if the catwalk is meeting current FDOT design standards. New or extensions of the existing catwalk may be required based upon this evaluation.
- Conduct an analysis of existing DMS coverage to determine if any additional DMS are required throughout the system. Major interchanges and highly congested sections of the mainline are areas of concern. The analysis will focus on the five (5) locations previously identified as part of the proposal effort based on daily traffic counts provided by CFX.
- Propose new 334 ITS cabinets for the new DMS.
- Evaluate and recommend a method and manufacturer for a proposed UPS system which backs up the proposed and existing three-line DMS. The three options that are to be evaluated are Zinc-5, Liquid propane generator, and gas generator. The designer is to provide a report that justifies their recommendation to CFX.
- Replacement of existing analog CCTV cameras and lowering arms that are viewing the proposed DMS.
- Design a micro-grid electrical system along SR 528 using backup generators at 3 utility power service locations at ICP, Dallas Blvd and SR 520.
- MOT plans development using schematics and coordination with other local and FDOT agencies

The Authority shall herein be defined as the Central Florida Expressway Authority (CFX) and/or their representative/designate.

1.2 PROJECT DESCRIPTION

The Authority requires professional design services to support the systemwide replacement of the Authority's existing three-line DMS system. These requirements are described in detail below.

The scope of this project includes all site design necessary to replace the twenty-six (26) three-line DMS that are shown within Appendix A.

The upgraded signs shall be installed on the existing sign structures utilized by the existing threeline DMS whenever possible. As part of this project, the Designer shall perform a structural evaluation on each existing three-line DMS structure and determine whether it is structurally appropriate to accommodate the proposed DMS. The Designer shall also consider the static sign panels on the existing sign structure when performing their evaluation.

One of the primary goals of this project is to deploy a three-line DMS system that minimizes the cost of system maintenance and provides greater accessibility to the DMS components. As such, it is critical that the design evaluates the existing DMS sign structure to verify if the existing catwalk meets current FDOT standards. The Designer shall design all power services, sign controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sign face shall be accomplished using a fiber optic interconnect. Design of appropriate surge protection device placement shall be included.

The Designer shall review and recommend to CFX a three-line DMS from the following manufacturers: Daktronics, SES America, and Telegra. The recommended model will be reviewed by CFX and approved based upon the information provided by the designer. This evaluation shall occur on the onset of the project to allow for the designer to maintain the current schedule requirements. This evaluation will compare the three manufacturers based upon reliability from other projects, cost value of their system, and maintenance requirements. The DMS design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, new structural grounding array, civil support infrastructure, inside plant design, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure. The Designer's fee estimate shall include provisions to design up to 2226 three-line DMS sites.

The Designer shall also include the evaluation and recommendation of a UPS/Generator system to back up the proposed and existing DMSs throughout the system. The evaluation shall be between the following methods: Zinc-5, Liquid propane generator, and a gas generator. It is the responsibility of the designer to provide a written recommendation that compares the reliability, cost estimate and maintenance requirements of each of the UPS systems. CFX will review the recommendation and provide direction of which system to implement within the plan set. The designer is to provide these upgrades to all proposed and existing DMS locations. The Designer's fee estimate shall include provisions to design up to 47 36 UPS/Generator systems.

To provide a higher level of service for traffic related incidents and for real time verification of DMS messages, CFX is requesting the replacement of any analog cameras that are used to view the current DMS signs with High Definition CCTV cameras as specified within CFX specifications. These updates will also require the replacement of the existing lowering device that is affixed to the analog camera. The Designer's fee estimate shall include provision to design up to

The Designer shall research and develop plans, where necessary, of possible additional DMS locations that are agreed upon by CFX based upon the designer's input. The DMS design shall include, but not be limited to, device layout, foundation designs based on existing CFX standards, network architecture, utility coordination, power interconnect, "last-mile" connectivity with the fiber optic network backbone, feeder fiber and conduit utilization, civil support infrastructure, and value engineering. The Designer's fee estimate shall include provision to design up to 2 DMS signs and structures.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Provide a written recommendation for the DMS manufacturer
- Provide a written recommendation for the UPS system method and possible manufacturers
- Document the power requirements of a typical ITS Device site for each of the evaluated DMS UPS system. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the ten (10) amp load being carried to the furthest device to appropriately size the breakers, disconnects and transformers for the DMS replacements.
- Document which analog cameras and lowering devices that are to be replaced based upon the review of the existing sites.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. The Designer must also obtain approval of CCTV locations before providing CCTV bucket truck surveys. All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-XXX545. The Designer shall prepare site construction plans utilizing aerial rasters and/or topographic electronic files provided by CFX as the basemap. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the basemap. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202, 429-203, 429204, 429-205, and 429-206; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial rasters at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 10 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated camera poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- Device layout
- Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Data collection sensor mounting details
- Three-line DMS structural mounting details
- Connection List sheets detailing all interconnections for each device
- Connectivity with the FON backbone conduits

- Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
- Fiber cable routing summaries, fiber cable allocation chart, splice details and splice tables as needed.
- Data collection sensor mounting details
- Traffic Monitoring sensor mounting details, if mounted on DMS structure
- Dynamic Message Sign details (as necessary for device co-locations)
- Power interconnect, service point details, and voltage drop calculations
- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic (minimize disruptions to customers)
- System Overview showing new and existing ITS device locations on a map
- System Overview showing the power services and locations on a map
- Table of quantities
- Special notes/Pay Item Notes
- System block diagrams
- Surge Protection Devices (SPD) installation details
- Data collection sensor mounting details, including details showing integration of DCS equipment into the DMS housing
- Camera pole, lowering system, foundation and mounting details
- Data collection sensor mounting details.
- Cabinet Details including new pole mount and base mount cabinets, existing pole mount and base mount cabinets, and NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DCS to match existing CFX DCS subsystem
- Power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational DMS to match existing CFX DMS subsystem.

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Maximizing transponder read effectiveness of Data Collection sensors.
- Maximizing data collection effectiveness of traffic monitoring station sensors.
- Traffic impact.
- Accessibility and ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.

- Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.
- When creating the power design, the Designer shall be mindful of system redundancy. While
 device co-location is desirable, the Designer shall make sure such co-location does not occur to
 the determent of the overall ITS system. Power and fiber connections shall be made from the
 same side of the road whenever possible. Under no circumstances shall a single power service
 support devices that are spliced to the fiber on separate sides of the road.

Designer shall submit 75%, 100%, and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), fiber optic interconnect (including conduit, pullboxes, fiber optic cable, splice details, splice tables, fiber allocation charts), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g. load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 75%, 100%, and bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, and bid set submission phases. These specifications shall include the technical specifications specific to related equipment in

the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

The Designer shall sign and seal bid set Technical Specifications by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. If the Designer recommends revisions to part numbers listed in the standard specifications, The Designer shall submit product description sheets, specifications and operation/maintenance manuals from equipment Vendors for each specified device that specifically addresses equipment adherence to the Technical Specifications with the bid submittal. The Designer shall obtain a statement of conformance from each Vendor signed by a duly authorized officer of the company. The Technical Specifications shall be subject to the review and approval of CFX. Additional Technical Specifications may be developed by the Designer if required by project specific designs.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the 75%, 100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by

recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the Designer proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to CFX for approval.

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 270 calendar days:

- Notice to Proceed (Assume a start date of June X, 2018) Jan X, 2019)
- Project Kickoff Meeting Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

SUBMITTAL/ITEM		NO. OF COPIES
Project Schedule	(2	3
Quality Control Plan		3
Design Methodology Report		5

Site Construction Plans		5
Site Design Calculations		5
Technical Specifications		5
Construction Cost Estimate	ч	5

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD-ROM of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in Microstation[™] format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left hand corner of the design plane. The Designer shall be responsible for any translation of a non-Microstation design file to Microstation[™] format. Upon CFX approval, the Designer may use Microsoft Visio[™] for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word[™]/Microsoft Excel[™], and Adobe Acrobat[™] (.pdf) format on CD-ROM. Designer shall submit all project schedules in Microsoft Project[™] format on CD-ROM or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint[™] format on CD-ROM. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Design Standards and Specifications

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Rasters
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202 and 429-203.
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation
- CFX ITS DMS Sign Cross Sections for Existing DMS Structures

The following resources are available to the Designer in hardcopy format:

- Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.
- CFX ITS Master Plan
- Sign Structure Inspection Reports
- CFX ITS Electrical System As-Builts for SR 528 Corridor

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Equipment to be used and assumed required number of borings are itemized on the estimate expenses.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work.

CONSENT AGENDA ITEM #25

CENTRAL FLORIDA EXPRESSWAY AUTHORITY =

MEMORANDUM

TO:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	Aneth Williams
DATE:	April 27, 2020	
SUBJECT:	Approval of Supplemental Agreen for Wrong Way Driving Deploym Project 599-526C, Contract No. 00	ent

Board approval is requested for Supplemental Agreement No. 2 for post design services with DRMP, Inc. for a not-to-exceed amount of \$104,051.19. The original contract was five years with five one-year renewals.

The services to be provided under this Supplemental Agreement will include shop drawing reviews, attendance at construction meetings, site visits, plan revisions and project management for the referenced project.

Original Contract	\$310,000.00
Supplemental Agreement No. 1	\$ 41,993.97
Supplemental Agreement No. 2	<u>\$104,051.19</u>
Total	\$456,045.16

This project is included in the Five-Year Work Plan.

Reviewed by: BRYAN HOMAYOUNT (May 7, 2020)

Bryan Homayouni, PE Manager of Traffic Operations

> Glenn Pressimone Glenn Pressimone (May 7, 2020)

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

www.cfxway.com

SUPPLEMENTAL AGREEMENT NO. 2

ТО

AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (FOR 599-526C)

Wrong Way Driving Deployment

THIS SUPPLEMENTAL AGREEMENT is made and entered into this ______ day of ______, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT."

WHEREAS, Section 2.13 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th Day of March 14, 2019 provides that after completion of the services outlined in Exhibit "A" for Project Number 599-526C of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 11.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

1

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the correspondence to CFX dated April 28, 2020 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence to CFX dated April 28, 2020. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$104,051.19.

3. Section 2.13 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

2

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Witness:

Assistant Secretary

1

.

By:_____

Director of Procurement

DRMP, INC.

Witness:	By:
Print Name:	Print Name:
Title:	Title:

C:\Users\homayounib.CFXWAY\Documents\DRMP PDS-599-526- SA2.docx

AECOM

Date: April 28th, 2020

To: Bryan Homayouni, P.E / CFX

From: Patrick O'Shea, P.E./AECOM

CC:

Re: CFX Project No. 599-526C WWD Phase III Project SA# 2 (Post Design)

I have reviewed the fee sheet and scope of services submitted by DRMP provided via email first on February 13, 2020 and then updated on April 28, 2020 for the Systemwide WWD Phase III project. This supplemental agreement is to provide post design services for the referenced project.

The Supplemental Agreement request is attached, and cost are detailed below:

\$ 52,540.32	DRMP as Prime
<u>\$ 51,510.87</u>	Total Subconsultant Fees
\$ 104,051.19	Total Requested Supplemental Amount

The total staff hours for each task were based upon the original negotiation and are reasonable and acceptable, and the staff hour rates are consistent with the original contract. The hours for Arc Flash Analysis were reviewed and approved by the CFX GEC (Dewberry) and provided within this Supplemental Agreement. Therefore, it is recommended to approve this agreement.

Please call me at (407) 992-4322 if you have any questions or if you would like to discuss further.

Professional Engineering Post-Design Services

Contract 599-526C: Design Consultant Services for Wrong Way Driving Deployment

Supplemental No. 2

For

Expressway Management System

Scope of Services

Prepared for

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By



April 2020

1.0 SERVICES PROVIDED BY ACTIVITY

This Scope of Services will require the Designer to perform the following Post-Design tasks by activity. Each item is further detailed as required in the staff-hour forms. Assumes on-site factory/ field testing of equipment is not required.

- ACTIVITY C: Pre-Bid Conference
 - Not Applicable
- ACTIVITY D: Addenda
 - Provide Arc Flash Hazard Analysis and associated Detail Sheet Addenda as required for 13 Load Centers.
 - Provide Utility Power Company Coordination to complete Arc Flash Hazard Analysis.
- ACTIVITY E: Field Visits
 - Conduct up to 6 field visits, as required to address RFI, Addendum or Revisions.
- ACTIVITY F: Shop Drawing Reviews
 - Review and respond to shop drawing submittals from the contractor. This will also include any coordination with CFX to approve the shop drawing.
- ACTIVITY G: Requests for Information
 - Review and respond to up to 22 RFI's related to ITS and 6 RFI's related to the signing and marking submitted by the contractor.
- ACTIVITY H: Meetings
 - Attend 1 Pre-award Meeting if deemed necessary by CFX or their representative.
 - Attend 1 Construction NTP Meeting if deemed necessary by CFX or their representative.
 - Attend 6 Construction Meetings if deemed necessary by CFX or their representative.
- ACTIVITY I: Plan Revisions
 - Review and provide up to 3 plan revisions for the ITS/SPM plan sheets and associated details.
- ACTIVITY J: Bridge Load Ratings
 - Not Applicable
- ACTIVITY K: Geotechnical Services
 - Not Applicable
- ACTIVITY L: Utilities
 - See Fee Sheets
- ACTIVITY M: Record Drawings
 - Review As-Built information provided by CEI. Update plan set to finalize Record Drawings.
- ACTIVITY N: Project Management
 - Provide project invoicing with progress reports.
 - o Perform subconsultant and project coordination as necessary.
- ACTIVITY O: Survey
 - o Not Applicable





Date: April 23rd, 2020

To: Bryan Homayouni, P.E / CFX

From: Patrick O'Shea, P.E./AECOM

CC: Chirayu Amin/AECOM

Re: CFX Project No. 599-526C WWD Phase III Project SA# 2 (Post Design)

I have reviewed the fee sheet and scope of services submitted by DRMP provided via email first on February 13, 2020 and then updated on April 21, 2020 for the Systemwide WWD Phase III project. This supplemental agreement is to provide post design services for the referenced project.

The Supplemental Agreement request is attached, and cost are detailed below:

\$ 49,600.65	DRMP as Prime
\$ 51,510.87	Total Subconsultant Fees
\$ 101,111.52	Total Requested Supplemental Amount

The total staff hours for each task were based upon the original negotiation and are reasonable and acceptable, and the staff hour rates are consistent with the original contract. The hours for Arc Flash Analysis were reviewed and approved by the CFX GEC (Dewberry) and provided within this Supplemental Agreement. Therefore, it is recommended to approve this agreement.

Please call me at (407) 992-4322 if you have any questions or if you would like to discuss further.

150 North Orange Ave. Suite 200 • Orlando FL 32801 • 407-843-6552

Project 599-526C Contract 001438

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR DESIGN CONSULTANT SERVICES FOR Wrong Way Driving Deployment

THIS SUPPLEMENTAL AGREEMENT is made and entered into this <u>144</u> day of <u>Novenber</u>, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 14th day of March 2019, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon.

1

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 18, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
- Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$26,047.95 to \$227,037.83.
 - b. The Direct Expenses Lump Sum (Prime) remains unchanged at \$1,354.26
 - c. The Subcontract Items are adjusted upward by \$15,946.02 to \$72,171.47.
 - Base \$15,946.02
 - d. The Allowance is adjusted downward by \$41,993.97 to \$9,436.44.

The Total Maximum Limiting Amount remains unchanged at \$310,000.00.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

DRMP, INC.

Witness: _____ Print Name: L. Dr-

By: M& Merde Title: Principal Vice President

Approved as to form and execution, only.

General Counsel for CE

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\Bryan H ITS\599-526c Wrong Way Driving Deployment\SA1\DRMP-599-526C -SA1.docx

Memorandum

AECOM

Date: December 12th, 2019

To: Bryan Homayouni, P.E / CFX

From: Patrick O'Shea, P.E./AECOM

CC: Chirayu Amin/AECOM

Re: CFX Project No. 599-526C WWD Phase III Project SA# 1

I have reviewed the fee sheet and scope of services submitted by DRMP provided via email first on October 21, 2019 and then updated on November 18, 2019 for the Systemwide WWD Phase III project. This supplemental agreement is to provide construction plans and documentation for the additional scope requested by CFX.

The Supplemental Agreement request is attached, and cost are detailed below:

\$ 26,047.95	DRMP as Prime
\$15,946.02	Total Subconsultant Fees
\$ 41,993.97	Total Requested Supplemental Amount

The total staff hours for each task were based upon the original negotiation and are reasonable and acceptable, and the staff hour rates are consistent with the original contract. Therefore, it is recommended to approve this agreement.

Please call me at (407) 992-4322 if you have any questions or if you would like to discuss further.

150 North Orange Ave. Suite 200 • Orlando FL 32801 • 407-843-6552

DRMP, INC.

Principals Wayne D. Chalifoux Donaldson K. Barton, Jr. Glenn J. Lusink Jon S. Meadows Mark D. Prochak Mark E. Puckett Lawrence L. Smith, Jr.



November 18, 2019

DRMP Job # 18-0394.000

Mr. Bryan Homayouni, P.E. Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807

Subject: Wrong Way Driving Deployment; CFX Contract No: 001438; Project 599-526C Supplemental Agreement #1

Dear Mr. Homayouni:

I have attached the Wrong Way Driving Deployment (Project 599-526C) Supplemental No. 1 scope and fee for your review. The Supplemental is for the additional work effort at the direction of CFX for design of the following items.

- 1. Structural Analysis for a standard 6" diameter pole to retrofit to existing WWD RFB pole foundations.
- 2. Develop a CFX System Wide WWD Map
- 3. FDOT TEOB 19-03 Review/Coordination and S&PM Plan Implementation
- 4. Co-location of TAPCO equipment within the CFX Type 334 LHUB cabinet.
- 5. Replace/Upgrade existing SR 408 WB @ Old Winter Garden Rd WWD site.
- 6. Structural Analysis for Barrier Wall Mounted Sign Assembly.

The added work includes engineering and plans for intelligent transportation systems and signing and pavement markings.

Please contact me if you have any questions. My cell number is 407-902-7356.

Sincerely, **DRMP**, Inc.

Mick Delta

Nick DeVito, P.E. Project Manager

CC: Jon Meadows, P.E. (DRMP, Inc.) File

Enclosures

Tampa, Florida 1.800.375.3767 www.drmp.com

941 Lake Baldwin Lane

Orlando, Florida 32814 Phone: 407.896.0594

Fax: 407.896.4836 Boca Raton, Florida Charlotte, North Carolina Chipley, Florida

Galnesville, Florida Jacksonville, Florida

Lakeland, Florida Melbourne, Florida Panama City, Florida

Pensacola, Florida Raleigh, North Carolina Tallahassee, Florida

> \\drmp1.com\prj\Projects18\18-0394.000_CFX_599-526c_Wrong_Way_Detection\Admin\01-03-Supplemental-Agreement\SA-1\CFX_599-526C_Cover-Letter_SA1_v4.docx

Professional Engineering Design Services

Project 599-526C: Systemwide Wrong Way Driving Project

Scope of Services

Supplemental Agreement No. 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority

1.0 GENERAL

1.1 PROJECT BACKGROUND

As part of the Central Florida Expressway Authority's (CFX) mission to ensure the safety of their customers and pursue the highest standards of community responsibility, CFX began work on its Wrong-Way Driving Prevention Program in 2012 in partnership with the University of Central Florida. Since then, 35 ramp countermeasure systems have been deployed to detect drivers that attempt to enter the expressway in the wrong direction. When a driver enters the system, detection is triggered and visual images are immediately relayed to the Florida Department of Transportations (FDOT District 5) Regional Traffic Management Center (RTMC). The RTMC then determines the appropriate action based on visual verification of the incident. By examining system data, the applied WWD countermeasures have been shown to significantly reduce the likelihood of drivers entering the freeway and causing a life-threatening incident.

To increase safety and further reduce the likelihood of a wrong way driving incident on the expressway, CFX has elected to expand its current system by adding ten (10) to fifteen (15) wrong way driving ramp detection systems and introduce five (5) to ten (10) mainline wrong way detection systems.

This Supplemental Scope of Services describes the design work necessary to meet the following project objectives:

- Structural Analysis for a standard 6" diameter pole (less procurement lead time than existing 7" pole) to retrofit to existing WWD RFB pole foundations.
- Develop a CFX System Wide WWD Map
- FDOT TEOB 19-03 Review/Coordination and S&PM Plan Implementation
- Coordination and Design for the co-location of TAPCO equipment within the CFX Type 334 LHUB cabinet.
- Replace/Upgrade existing SR 408 WB @ Old Winter Garden Rd WWD Primary Main/Ancillary RFB, LHUB, electrical disconnect and associated conduit/wiring/cables as necessary. New location of Primary Main RFB, Type 334 LHUB and electrical disconnect pole shall be located on inside of off-ramp curve to minimize damage potential by errant drivers. Existing Secondary Main/Ancillary with Overview camera and NEMA cabinet with electrical disconnect to remain. Assumes intercepting existing electrical branch circuit and extending circuit to new electrical disconnect near LHUB. No service point detail required.
- Structural Analysis for Barrier Wall Mounted Sign Assembly.

At a minimum, plans shall consist of the following as required within this Supplemental Scope of Services:

- S&PM Plan Sheets
- S&PM Pay Items
- New/Modified Details to accommodate the co-location of TAPCO equipment within the CFX Type 334 LHUB cabinet.
- Additional WWD site (SR 408 WB @ Old Winter Garden Rd)

The Central Florida Expressway Authority shall herein be defined as the CFX and/or their representative/designate.

2.0 SUPPLEMENTAL SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report (unbound collection of design documentation/calculations/memos/correspondence only) for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Develop CFX System Wide WWD Map
- Develop CFX System Wide WWD Deployment Table
- Develop CFX/CFX TEOB 19-03 design plan overlap table
- Develop CFX WWD Program Compliancy Matrix with TEOB 19-03
- Structural Calculations:
 - I worst case WWD pole and foundation design assuming worst case soil parameters to retrofit a new pole to the existing WWD RFB foundation. Pole shall be 6-inch diameter aluminum pole capable of attachment to a frangible base connected to an existing concrete foundation.
 - 1 worst case Structural Analysis for Barrier Wall Mounted Sign Assembly for Secondary RFB.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-526C. The Designer shall prepare S&PM site construction plans utilizing aerial raster's and/or topographic electronic files as the base map. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process.

The site construction plans shall be developed on aerial raster files at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner.

The design shall demonstrate that existing highway signage is not obstructed by new or relocated signage/RFB poles. The Designer must propose the means and method to accurately transfer the

device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Static Signing and Pavement Markings to meeting TEOB 19-03
- Table of quantities
- Special notes/Pay Item Notes

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Traffic impact.
- Accessibility and safe ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.

Designer shall submit 75%, 100%, Pre-Bid and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), including voltage drop calculations as applicable, fiber optic interconnect (including conduit, pull boxes, fiber optic cable, splice details), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device location problem areas and special requirements solutions only. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 100%, Pre-Bid and Bid plans.

2.3 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND DRMP, INC.

WRONG WAY DRIVING DEPLOYMENT

CONTRACT NO. 001438, PROJECT 599-526C

CONTRACT DATE: MARCH 14, 2019 CONTRACT AMOUNT: \$310,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES AND PROJECT ORGANIZATIONAL CHART

FOR

WRONG WAY DRIVING DEPLOYMENT

DESIGN SERVICES

CONTRACT NO. 001438 PROJECT NO. 599-526C

MARCH 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 14th day of March 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and DRMP, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 941 Lake Baldwin Lane, Orlando, FL. 32814.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Wrong Way Driving Deployment identified as Project No. 599-526C and Contract No. 001438.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit** "A", Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit** "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit** "A", or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details

thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and

acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Antillian Engineering Associates, Inc. Brindley Pieters & Associates, Inc. Geodata Consultants Pevida Highway Designers, LLC BASE Consultants EPG Engineering KNK Engineering Consulting Corp.

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$310,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX

upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State and Federal regulations in that the more restrictive of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 941 Lake Baldwin Lane, Orlando, FL. 32814.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event

of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this

paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

Commercial General Liability coverage shall be on an occurrence form policy for all 14.1 operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard

severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

14.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required

coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

<u>No Contingent Fees.</u> CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project so for the projects or for any project which the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

17.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 21.4. been engaged in business operations in Cuba or Syria; or
- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all

subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

23.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: Chief of Infrastructure

Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel

To CONSULTANT: DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL. 32814. Attn: Nick DeVito

DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL. 32814. Attn: Jim Highland

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

28.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart Exhibit "E", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on March 14, 2019.

DRMP, INC.

BY Authorized Signature

Print Name: una

Title:

Seal) ATTEST Secretary or Notary

Approved as to form and execution, only.

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General Cou

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:

Director of Procurement Print Name: An eth Williams

Effective Date:

Notary Public State of Florida Nicole C Baker My Commission GG 266525 Expires 10/14/2022

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Exhibit "A" Scope of Services

Professional Engineering Design Services

Project 599-526C: Systemwide Wrong Way Driving Project

Scope of Services

Prepared by

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TENCS IN SMITH MEDICINE HIS WORKERS

Central Florida Expressway Authority

January 31, 2019

1.0 GENERAL

1.1 PROJECT BACKGROUND

As part of the Central Florida Expressway Authority's (CFX) mission to ensure the safety of their customers and pursue the highest standards of community responsibility, CFX began work on its Wrong-Way Driving Prevention Program in 2012 in partnership with the University of Central Florida. Since then, 35 ramp countermeasure systems have been deployed to detect drivers that attempt to enter the expressway in the wrong direction. When a driver enters the system, detection is triggered and visual images are immediately relayed to the Florida Department of Transportations (FDOT District 5) Regional Traffic Management Center (RTMC). The RTMC then determines the appropriate action based on visual verification of the incident. By examining system data, the applied WWD countermeasures have been shown to significantly reduce the likelihood of drivers entering the freeway and causing a life-threatening incident.

To increase safety and further reduce the likelihood of a wrong way driving incident on the expressway, CFX has elected to expand its current system by adding ten (10) to fifteen (15) wrong way driving ramp detection systems and introduce five (5) to ten (10) mainline wrong way detection systems.

This Scope of Services describes the design work necessary to meet the following project objectives:

- Design approximately ten to fifteen (10-15) Wrong Way Driving Rectangular Flashing Beacon (RFB) Countermeasure sites at off-ramps on S.R. 408, S.R. 414, S.R. 417, S.R. 429 and S.R. 528. Locations to be determined through discussions with the Central Florida Expressway Authority (CFX) based on findings from the UCF Optimization Model.
- Design approximately five to ten (5-10) Wrong Way Driving Mainline Countermeasure sites on S.R. 408, S.R. 414, S.R. 417, S.R. 429 and S.R. 528. Locations to be determined through discussions with the Central Florida Expressway Authority (CFX) based on findings from the UCF Optimization Model. Assumes locations will be co-located at existing LHUB sites and no rapid flashing beacons or signing required.
- Design necessary infrastructure to tie into the existing CFX fiber optic network (FON).
- For Ramp WWD RFB sites only: Verify existing location conditions and provide voltage drop calculations to ensure existing electrical system can handle the extra load or propose new/modified power services. Power analysis of the WWD electrical system will be from the point of connection at the existing ITS power infrastructure (i.e. nearby existing LHUB cabinet or disconnect) to the proposed WWD device. Voltage Drop will be calculated from ITS Load Center to the proposed WWD device using assumed load levels for the existing ITS LHUBs connected to this circuit. Existing circuit load, circuit wire size and length to be determined from as-built plans and existing voltage drop calculations.
- For Mainline WWD sites only: Assumes no voltage drop or power analysis required for additional electrical load created when co-locating WWD equipment with existing LHUB.
- Identify locations for Wrong Way Driving Mainline Countermeasure System sites using existing overhead structures and power sources available to deploy a reliable and successful detection system that fully integrates with the CFX Traffic and Parking Control Traffic Solutions

(TAPCO) BlinkLink platform and eventually with SunGuide. Include evaluation and design of Mainline Wrong Way signing concepts.

- Coordinate design and all equipment locations with TAPCO. Mainline locations will also require coordination with FLIR Detection Technologies. Incorporate all appropriate manufacturer drawings in the plan set.
- Review CFX TSP for Wrong Way Detection RFB System, Wrong Way Driving Mainline Countermeasures System, associated disconnect, and UPS.
- Provide new pay-items and descriptions for all Wrong Way Driving Mainline Countermeasure System parts and incidentals necessary for a complete and functional system not already included in the CFX Technical Special Provision (740) – Wrong Way Driving System.
- Attend meetings/ teleconferences with CFX and the General Systems Consultant (GSC) (Kickoff, Utility, Progress and TAPCO coordination).
- Develop and quantify construction plans. No survey, baselines or topography will be provided. Dimensions from existing features will be shown on the plans to depict RFB installation locations.

At a minimum, plans shall consist of the following and as required within this Scope of Services:

- Key Sheet
- Pay Item Summary Sheet
- Tabulation of Quantities Sheets
- General Notes
- Project Layout
- 1"=100' plan sheets with aerial background reference, with communications and power
- Mainline Detection Structure Attachment Sheets
- Cabinet, Wiring, TAPCO RFB and miscellaneous standard CFX details
- Splicing Details
- Special Service Point Details for power
- Traffic Control Plans with notes for Ramp WWD Detours. Notes only with lane closure restrictions for Mainline WWD sites.

The Central Florida Expressway Authority shall herein be defined as the CFX and/or their representative/designate.

1.2 PROJECT DESCRIPTION

CFX requires professional design services to support the systemwide expansion of its existing wrong way driving countermeasures system. These requirements are described in detail below.

The scope of this project includes all site design necessary to successfully install wrong way driving countermeasure systems at all exit ramp and mainline detection sites as determined by the findings of the UCF Optimization Model contained in Appendix A.

The proposed mainline detection sites shall be installed on the existing sign structures. As part of

this project, the Designer shall perform a structural evaluation on all existing structures to determine whether the proposed equipment can accommodate the structure with additional modifications.

One of the primary goals of this project is to design a maintenance friendly system that can be accessed safely by maintenance personnel and not affect customer service. The Designer shall design all power services, device controllers, network equipment, UPS, and other auxiliaries for installation in a base cabinet accessible from ground level without a lane or shoulder closure. All data communication between ground-mounted cabinet and the sensors shall be accomplished using a manufacturer approved communication cable. Design of appropriate surge protection device placement shall be included.

The Designer shall review and provide comments to CFX on the wrong way countermeasures system from Traffic and Parking Control Traffic Solutions (TAPCO) for ramp detection and TAPCO systems equipped with FLIR TrafiSense thermal detection unit for mainline detection. The recommended model will be reviewed by CFX and approved based upon the information provided by the vendor. This evaluation shall occur on the onset of the project to allow for the Designer to maintain the current schedule requirements. The WWD countermeasure systems design within the plan set shall include but not limited to, device layout, structural evaluation, network architecture, power interconnect, electrical voltage drop calculations, new structural grounding array, civil and ITS support infrastructure, and value engineering. Wherever possible, the Designer shall maximize the use of existing power service and fiber optic infrastructure with a preference on point-to-point communications. The Designer's fee estimate shall include provisions to design up to fifteen (15) WWD countermeasure ramp locations and ten (10) WWD countermeasure mainline locations.

For the benefit and safety of CFX's customers, zero downtime of any WWD system is permitted. Therefore, the Designer shall accommodate the CFX approved UPS to back up the proposed WWD countermeasure locations throughout the system for a minimum of 8-hours. CFX will provide the recommendation and direction of which system to implement within the plan set. The Designer is to provide this UPS in all proposed Ramp WWD countermeasure locations only. The Mainline WWD countermeasure locations shall utilize the existing UPS currently installed within the existing LHUB to which it will be connected.

The Designer shall coordinate with TAPCO in development of the plans to achieve a best practices solution regarding detection technology for each ramp during plan research and development. Assumes all mainline WWD sites to be installed on existing overhead structures. In the case a proposed mainline detection location recommendation has no existing structure, the designer shall notify CFX immediately.

2.0 SERVICES PROVIDED

This Scope of Services will require the Designer to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Design Methodology Report
- Site Construction Plans
- Technical Specifications
- Construction Cost Estimate

2.1 DESIGN METHODOLOGY REPORT

The Designer shall submit a Design Methodology Report (unbound collection of design documentation/calculations/memos/correspondence only) for CFX review and approval. The Design Methodology Reports shall be submitted at least four (4) weeks before the 75% plans and include the following:

- Document the power requirements of a typical ITS Device site for each of the WWD countermeasure system sites. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Designer is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows the proper load being carried to the furthest device. Design to allow an additional load of 20% for future expansion of additional ITS devices at each ITS hub location for Ramp WWD sites only as applicable to this project.
- Provide project specific equipment data sheets.
- Provide Power Coordination correspondence.
- Provide Mainline WWD Signing Design Concept Memo.
- Structural Calculations:
 - I worst case WWD pole and foundation design assuming worst case soil parameters. Pole shall be 6-inch diameter aluminum pole capable of attachment to a frangible base connected to a concrete foundation.
 - Analyze 10 existing overhead sign structures for structural adequacy with the addition of a WWD equipment. Assume a comparison between wind areas of sign and antenna will show the additional antenna area is negligible. One memo will document the results for all 10 sign structures. Analysis of As-builts required.

Prior to the submission of the Design Methodology Report, the Designer shall identify all problem areas and special requirements that are determined to affect the development of the 75% plans. All problem areas and special requirements are to be documented in the Design Methodology Report. An approved Design Methodology Report shall be required prior to the submission of 100% plans.

2.2 SITE CONSTRUCTION PLANS

Site construction plans are required for Project 599-526C. The Designer shall prepare site construction plans utilizing aerial raster's and/or topographic electronic files provided by CFX as the base map. In areas of concurrent construction, the Designer shall use the fiber optic component of the approved for construction plans of the applicable project as the base map. The Designer shall update these plans with changes resulting from Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202, 429-203, 429-204, 429-205, 429-206 and any other relevant plans that are available at the time of notice to proceed; any changes noted since the completion of the FON plans; and any other inaccuracies noted in the existing documentation of the FON. The Designer shall be aware that final as-built documentation for recent construction projects may not be available and shall therefore field-verify all critical infrastructure during the design process. The Designer is to use the projects listed above and other standard plans, notes, and details to prepare the site construction plans.

Site construction plans shall show the exact location and construction method for all proposed devices and details for mounting the devices on structures. The site construction plans shall be developed on aerial raster files at a scale of 1" equals 100 feet, unless the roadway geometry contained on the aerials is obsolete. In that case, plans shall be based upon the latest facility improvement plans plotted at a scale of 1" equals 100 feet. Site construction plans shall also include superimposed insets at a scale of approximately 1" equals 20 feet to detail proposed construction, but shall label these details "Not to Scale." Where plan sheets cannot fit all necessary details due to device co-location, the Designer shall provide a separate sheet to detail the device layout. The Designer shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Designer shall be responsible for identifying and resolving all utility conflicts during the design by avoiding the conflict or by direct coordination with the utility owner. The Designer shall display in the plans, all locations where fiber optic cable and/or tone wire is being installed in existing or proposed conduit. The Designer shall display in the plans all locations requiring new route marker installation along the corridors with tone wire replacement. The Designer shall detail with plan sheets all power service runs where the detail needs to be expanded beyond the device plan sheet to the utility company demarcation.

The design must demonstrate that any proposed device structure does not conflict with known existing utilities. The design shall demonstrate that existing highway signage is not obstructed by new or relocated signage/RFB poles. Topographic survey, if approved by CFX, shall be performed where necessary to identify potential conflicts but should be minimized. The Designer must propose the means and method to accurately transfer the device site designs to the field for construction, such as offsets from two fixed points that will survive concurrent construction activity.

Site construction plans shall also include the following:

- Roadway geometry
- Rights-of-Way
- Existing utilities within the right-of-way including the CFX's FON, with any potential conflicts identified (conflict matrix)
- Physical features affecting construction/installation (sign structures, light poles, fences, drainage structures, etc.)
- Manhole/Pull box locations and stub-out details
- WWD System Device layout
- WWD System Device installation details
- CCTV camera orientation
- Tone Wire installation details
- Conduit installation details
- Fiber optic cable route marker details
- Power route marker details
- Fiber count per conduit
- Communications interconnect
- Connectivity with the FON backbone conduits
- Fiber cable splice details and splice tables as needed.
- Dynamic Message Sign attachment details (as necessary for mainline WWD countermeasures device co-locations)
- Power interconnect, service point details, and voltage drop calculations

- 5-Ohm grounding system for ITS devices.
- Maintenance of traffic detour plans (ramp sites only) and notes (mainline sites) (minimize disruptions to customers)
- System Overview showing new ITS device locations on Project Layout
- System Overview showing the power services locations on Project Layout
- Table of quantities
- Special notes/Pay Item Notes
- Typical wiring diagrams
- Surge Protection Devices (SPD) installation details
- Cabinet Details including new NEMA pole mount and base mount cabinets, existing pole mount and base mount cabinets, and other NEMA enclosures
- Updates to CFX standard details to ensure conformance with project requirements
- Any power and fiber optic cable, conduit, splicing, or other infrastructure necessary to provide fully operational cameras to match existing CFX CCTV system

The Designer shall take the following information into consideration when developing the site construction plans:

- Minimizing utility conflicts and adjustments.
- Maximizing roadway visibility/field of view of any necessary CCTV cameras.
- Traffic impact.
- Accessibility and safe ease of equipment maintenance.
- Safety of equipment maintenance personnel and the traveling public.
- Environmental conditions.
- CFX guide signing plans (present and future)
- Concurrent/future CFX projects.
- Colocation of devices where advantageous. However, any construction dependencies between other CFX projects shall be kept to an absolute minimum.
- When creating the power design, the Designer shall be mindful of system redundancy. While
 device co-location is desirable, the Designer shall make sure such co-location does not occur to
 the determent of the overall ITS system. Power and fiber connections shall be made from the
 same side of the road whenever possible. Under no circumstances shall a single power service
 support devices that are spliced to the fiber on separate sides of the road.

Designer shall submit 75%, 100%, Pre-Bid and Bid Set plans for the review and approval by CFX. The 75% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), including voltage drop calculations as applicable, fiber optic interconnect (including conduit, pull boxes, fiber optic cable, splice details), definition of pay items, details, and general notes. The Designer's 100% plans shall address all 75% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 75% plans are submitted to CFX, the Designer and CFX representatives shall jointly survey the proposed device location problem areas and special requirements solutions only. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways,

bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Designer.

The Designer shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies. Before Bid Plans can be accepted the designer must receive written notice from the power service provider detailing the approval of each power service location. Site construction plans shall be prepared in accordance with the latest standards listed herein and all applicable national, state, county and local codes, laws and regulations. The Designer shall sign and seal Bid Set and Approved for Construction site construction plans by a licensed professional Civil or Electrical Engineer registered in the state of Florida, as appropriate. All site construction plans shall be subject to CFX review and approval.

The Designer shall be responsible for providing structural calculations and plan details for all structures and foundations required as well as for mounting devices to existing or proposed structures. These calculations and plan details must be signed and sealed by a licensed professional Structural Civil Engineer registered in the State of Florida. The Designer shall be responsible for providing voltage drop calculations that are signed and sealed by a professional Electrical Engineer registered in the State of Florida. All design calculations are subject to CFX review and approval. CFX approved design calculations are required for the approval of all site construction plans. All calculations shall be submitted with the 100%, Pre-Bid and Bid plans.

Construction plans shall show the locations of all existing and proposed ITS devices and their associated power and fiber infrastructure where the project limits of this project overlap with an existing, future, or concurrent project.

2.3 TECHNICAL SPECIFICATIONS

The Designer shall review CFX's existing ITS specifications at the 75%, 100%, Pre-Bid and Bid set submission phases. These specifications shall include the technical specifications specific to related equipment in the field, mainline toll plazas, and central control locations (i.e., CFX Headquarters, FDOT RTMC), as well as reviewing CFX standard specifications required for construction. The Designer shall research each part number listed in the CFX standard ITS specifications to verify that the validity of each part number. In the event a part has been superseded or is no longer available, the Designer shall recommend the appropriate part number to CFX for its approval. The Technical Specifications shall provide CFX the ability to procure equipment on a competitive basis. Unless substantial benefit for the CFX can be demonstrated by the Designer and approval is granted by the CFX, the Technical Specifications shall be based on national, industry-standard open architecture/protocol/design standards and shall not contain proprietary requirements. The Technical Specifications shall include but not be limited to the following requirements for all equipment:

- A descriptive listing of overall functions that will be required of the equipment.
- Equipment interface requirements with associated/attached devices (existing or proposed).
- Technical requirements stating the required specific technical performance standards based on national open standards.
- Installation requirements for each device.
- Maintenance requirements for proper system operation.
- Warranty requirements detailing the transfer of all equipment manufacturers' warranties to CFX.
- Testing requirements for demonstrating proper installation and system integration that shall be the basis for the development of a System Acceptance Test Plan.

- System Acceptance Test Plan.
- Equipment reliability requirements as necessary to maintain an overall system network reliability as established by CFX.
- Training requirements required by CFX for system operation.

2.4 CONSTRUCTION COST ESTIMATE

The Designer shall develop construction cost estimates at the100% and Bid Set Plan Submission Phases, subject to the review and approval of CFX. These estimates shall be based on the table of quantities developed during the preparation of the site construction plans, as well as all make-ready or other work associated with the project. All pay items shall use consistent descriptions in the plan sets, specifications, and cost estimate. A description of how the Unit Cost of each item was determined shall be provided with each cost estimate.

2.5 QUALITY CONTROL

The Designer shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The Designer shall produce construction documents, studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that will meet or exceed the tests of "standard practice" or "due care" as established by recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The Designer's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The Designer shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time will be planned and scheduled to accomplish the required quality control. The plan will include a plans production manual detailing guidelines for the production of ITS plans. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The Designer's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan will be reviewed to determine if it meets CFX needs and requirements. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The designer shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.6 PROJECT MANAGEMENT AND COORDINATION

2.6.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 10 working days for CFX review of re-submittals. The Designer may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Designer of the responsibility to answer and incorporate review comments into the design, nor does it entitle the Designer to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the Designer proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to CFX for approval.

2.6.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 210 calendar days:

- Notice to Proceed (Assume a start date of March 1, 2019)
- Project Kickoff Meeting Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the Designer has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.
- Complete Design Phase 210 calendar days after receipt of Notice to Proceed.

2.6.3 MEETINGS AND PROGRESS REPORTING

The Designer shall attend a Kick-off Meeting where the Designer will submit a schedule and project plan identifying key staff and their responsibilities. The Designer shall meet with CFX on an as-needed basis to obtain design information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The Designer will schedule a meeting with CFX to review the Preliminary Roll Plot Submittal. During this meeting the designer is to detail their initial design, including any alternatives to the scope. CFX will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished. The Designer shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The designer shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The Designer shall establish and maintain an Action Item Data Base. This database will be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.6.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the Designer will each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The Designer's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The Designer may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The Designer shall identify key project staff to CFX. The Designer shall make no changes in key personnel without written notification and approval from CFX.

The Designer shall be responsible for coordinating all site construction plans with CFX expansion projects in the 5-Year Work Plan currently under design or construction. The Designer shall coordinate with the CFX expansion project designers to resolve all conflicts and design issues.

2.7 SUBMITTALS

The Designer shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All construction and installation plans shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

SUBMITTAL/ITEM	NO. OF COPIES
Project Schedule	3
Quality Control Plan	2
Design Methodology Report	3
Site Construction Plans	3
Site Design Calculations	3
Technical Specifications	3
Construction Cost Estimate	3

The exact quantity of plans to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the designer shall provide electronic PDF copies on a CD/DVD-ROM or Jump Drive of each interim submittal.

2.8 COMPUTER AUTOMATION

The Designer shall be required to develop the plans utilizing computer automation systems. The Designer shall be required to submit final completed CADD design files in MicroStation[™] format on a CD-ROM. The Working Units for the design file shall be 100 Master units (MU) and 10 Sub-units (SU) for a total working area of 4,294,967 (MU sq.). The global origin for a 2D design file shall be the lower left-hand corner of the design plane. The Designer shall be responsible for any translation of a non-MicroStation design file to MicroStation[™] format. Upon CFX approval, the Designer may use Microsoft Visio[™] for plans provided all electronic files are provided to CFX. The Designer shall develop CADD standards for this project to be approved by CFX. These standards shall contain design file information including, but not limited to, levels, line weight, line style, color and a file naming convention. All translated files shall conform to the CADD standards developed for the project.

The Designer shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word™/Microsoft Excel™, and Adobe Acrobat™ (.pdf) format on CD/DVD-ROM or Jump Drive. Designer shall submit all project schedules in Microsoft Project™ format on

CD/DVD-ROM, Jump Drive or via email. The Designer shall to submit electronic files of all presentations in Microsoft PowerPoint[™] format on CD/DVD-ROM or Jump Drive. When requested by CFX, the Designer shall provide electronic files of interim submittals.

2.9 APPLICABLE CODES AND STANDARDS

All installation work, equipment, cable, conduit/duct and associated electrical work for this contract shall be designed in conformity with the current requirements and practices of the latest version of each of the following:

- FDOT Utility Accommodations Manual
- FDOT Roadway and Traffic Design Standards
- Florida DOT Standard Specifications for Road and Bridge Construction
- National Electric Code (NEC)
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Bellcore Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- CFX Design Standards and Specifications (most current at time of Notice to Proceed)

All design plans shall be signed and sealed by a licensed professional Engineer registered in the State of Florida of the appropriate discipline (i.e., Electrical, Civil, Structural) as dictated by the nature of the design.

2.10 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected Designer in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the Designer.

The following resources are available to the Designer in electronic format:

- CFX Systemwide Aerial Raster files
- Fiber Optic Network Electronic Splice Details and Cable Terminations
- Fiber Optic Conduit System and Manhole Standard Specifications
- CFX Construction Specifications CFX Design Standards
- CFX GIS roadway centerline, FON conduit routing, and manhole numbering in MicroStation format Construction Plans for CFX Projects 719, 719A, 599-500, 599-501, 599-503, 599-511, 599-520, 599-525, 408-127, 408-128, 414-314, 414-507, 414-510, 429-200, 429-518, 429-200A, 429-201, 429-202,429-203, 429-204, 429-205, 429-206 and any other relevant plans that are available at the time of notice to proceed
- Construction Plans for CFX Expansion projects currently approved for construction.
- CFX ITS OSP Insight documentation

The following resources are available to the Designer in hardcopy format:

 Interim (30%, 60%, 90%, 100%) design plans for CFX expansion projects. Submission levels will vary with the design progress of each project.

- CFX ITS Network Architecture
- Sign Structure Inspection Reports

2.11 SURVEY

No survey is required for this project.

2.12 GEOTECHNICAL SERVICES

Existing soil boring data and geotechnical reports would be made available for review for use in making recommendations in foundation design for some of the pole locations. Assume worst case soils for RFB pole/foundation designs if soil data not provided by CFX.

2.13 ADDITIONAL SERVICES

Additional services may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Consultant to perform the work. Post Design is not included.

APPENDIX A

Selected Ramps (15) by Optimization Model for RFB Deployment

Roadway	Direction	Exit No.	Crossing Street	Number of Ramps	MP
SR 408	WB	2	Good Homes Rd	1	2.433
SR 408			Pine Hills Rd	1	5.930
SR 408	SR 408 WB		Crystal Lake Dr.	1	7.796
SR 528	WB	20	Innovatio n Way	1	19.543
SR 408	WB	14	Semoran Blvd,	1	9.795
SR 417	NB	30	Curry Ford Rd.	1	3.37
SR 408	EB	16	Goldenrod Rd.	1	10.99
SR 408	WB	16	Goldenrod Rd.	1	11.477
SR 417	NB	37	University Blvd.	2	10.16
SR 528	EB	9	Tradeport Dr.	1	8.521
SR 408	WB	11	Mills Ave., Rosalind Ave.	2	6.582
SR 414	WB	XX	Hiawassee	1	X.XXX
SR 417	SB	30	Curry Ford Rd.	1	X.XXX

Roadway	Direction	Exit	Starting Exit	Ending Exit	MP
SR 408	WB	12B	Crystal Lake Dr.	Semoran Blvd.	7.796
SR 528	WB	20	ICP Blvd.	SR 520	19.543
SR 417	NB	37	University Blvd.	SR 50	10.16
SR 417	SB	26	SR 528	Lee Vista Blvd.	20.017
SR 528	WB	31	SR 520	I-95	0.222
SR 417	NB	38	Aloma Ave.	University Blvd.	0.177
SR 408	WB	11	Mills Ave., Rosalind Ave.	Crystal Lake Dr.	6.582
SR 408	WB	14	Semoran Blvd.	Goldenrod Rd.	9.795
SR 528	WB	16	SR 417	ICP Blvd.	15.582
SR 417	NB	30	Curry Ford Rd.	Lee Vista Blvd.	3.37
SR 528	WB	12	Goldenrod Rd.	Narcoossee Rd.	11.875
SR 408	EB	16	Goldenrod Rd.	Semoran Blvd.	10.99
SR 417	NB	33	SR 408	Curry Ford Rd.	6.183
SR 408	WB	16	Goldenrod Rd.	SR 417	11.477
SR 528	WB	8	Sand Lake Rd.	Tradeport Dr.	8.439
SR 408	WB	20	Rouse Rd.	Woodbury Rd.	3.069
SR 408	EB	20	Rouse Rd.	Dean Rd.	2.958
SR 528	EB	9	Tradeport Dr.	Sand Lake Rd.	8.521
SR 408	WB	10	I-4	Rosalind Ave.	5.65
SR 408	EB	21	Alafaya Tr.	Rouse Rd.	4.207

Selected Mainline Location (20) by Optimization Model for RFB Deployment

CONSENT AGENDA ITEM #26

MEMORANDUM

10:	CFX Board Members	
FROM:	Aneth Williams Director of Procurement	
DATE:	April 27, 2020	
SUBJECT:	Approval of Contract Award to Metric Engineering, Inc. for Professional Engineering Consultant Services for Development of the Intelligent Transportation Systems Master Plan Project 599-558, Contract No. 001616	

The Board approved on February 13, 2020, the final ranking and authorization to negotiate with firms for the Development of the Intelligent Transportation Systems Master Plan. Board award of the contract to Metric Engineering, Inc. is requested in the not-to-exceed amount of \$300,000.00.

This project is included in the Five-Year Work Plan.

Reviewed by: BRYAN HOMAYOUNT (May 7, 2020)

Bryan Homayouni, P.E. Manager of Traffic Operations

Glenn Pressimone Glenn Pressimone (May 7, 2020)

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

www.cfxway.com

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND METRIC ENGINEERING, INC.

PROFESSIONAL ENGINEERING CONSULTANT SERVICES FOR DEVELOPMENT OF THE INTELLIGENT TRANSPORTATION SYSTEMS MASTER PLAN

CONTRACT NO. 001616, PROJECT 599-558 CONTRACT DATE: MAY 14, 2020 CONTRACT AMOUNT: \$300,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND SCHEDULE

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 14th day of May, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and <u>Metric Engineering, Inc.</u>, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at <u>525 Technology Park, Suite 153, Lake Mary, FL. 32746</u>.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Manager of Traffic Operations 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 the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the Development of CFX Intelligent Transportation System (ITS) Master Plan identified as Project 599-558 and Contract No. 001616.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit** "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of an ITS Master Plan for CFX. A Supplemental Agreement will be required for the additional work.

All documents, reports, studies and other data prepared by the CONSULTANT (the "Instruments of Service") 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 the CFX's acceptance of the 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 report. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on the cover sheet of the record set, that the work shown in the report was produced by the CONSULTANT.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit** "A", or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to CFX and at intervals established by CFX. CFX will always be entitled 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 enough time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached, and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Traffic Engineering Data Solutions, Inc. Kittelson and Associates, Inc.

Innovo Partners, LLC

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. **COMPENSATION**

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$300,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in the report furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Project 599-558 Contract No. 001616 Regulations, Titles 23, 48, 49, and other pertinent Federal and State Regulations, as applicable, with the

understanding that there is no conflict between State and Federal regulations in that the more restrictive

of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project provided CONSULTANT has received all undisputed amounts due for its services; 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 <u>525 Technology Park, Suite 153, Lake Mary, FL. 32746</u>.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contract, the contractor keeps and maintains public records upon completion of the contract, the contract, the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this contract.

The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation

Project 599-558 Contract No. 001616 provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further

agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

CFX may terminate this Agreement in whole or in part, for any reason or no reason, at any time the interest of CFX requires such termination.

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be transferred to and retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder

and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Executive Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement. Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend (except for professional liability claims), and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by any negligent act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement and that CONSULTANT has an obligation to defend, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT for a claim that CONSULTANT has an obligation to defend, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense

of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically

prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

14.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

142 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

143 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident, \$100,000 per employee for bodily injury by disease, and \$500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy

of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

<u>No Contingent Fees.</u> CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project sor for any projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

17.0. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the Agreement.

19.0. INSPECTOR GENERAL

CONSULTANT agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONSULTANT agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,

"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases

of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

- 21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 21.3. been placed on the Scrutinized Companies with Activities in the IranPetroleum Energy Sector List; or
- 21.4. been engaged in business operations in Cuba or Syria; or
- 21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0. AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer

printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(i) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

23.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: Chief of Infrastructure
	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807 Attn: General Counsel
To CONSULTANT:	Metric Engineering, Inc. 525 Technology Park, Suite 153 Lake Mary, FL. 32746 Attn: Dale Cody, P.E.
	Metric Engineering, Inc. 525 Technology Park, Suite 153 Lake Mary, FL. 32746 Attn: Renata Leach, P.E.

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

28.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

29.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. NO PERSONAL LIABILITY

Pursuant to Fla. Stat. § 558.0035, an individual employee or agent of consultant may not be held individually liable for negligence.

32.0. ATTACHMENTS

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Exhibit "A", Scope of Services Exhibit "B", Method of Compensation Exhibit "C", Details of Cost and Fees Exhibit "D", Project Organization Chart Exhibit "E", Project Schedule Exhibit "F", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on May 14, 2020.

METRIC ENGINEERING, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_		
	Authorized Signature	

Authorized Signature

Print Name:_____

Title:

BY:____

Director of Procurement

Print Name:_____

Effective Date: _____

ATTEST:_____(Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Exhibit "A" Scope of Services

Professional Engineering Design Services

Project 599-558: Intelligent Transportation Systems Master Plan

Scope of Services

Prepared by

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority

October 2019

1.0 GENERAL

1.1 PROJECT BACKGROUND

The Central Florida Expressway Authority (CFX) in its effort to properly estimate future growth while maintaining the safety, reliability, and level of service of the existing system is requesting Design Services to create an Intelligent Transportation System (ITS) Master Plan. This plan will allow CFX to evaluate their current and future needs of the CFX Intelligent Transportation Systems.

1.2 **PROJECT DESCRIPTION**

The Central Florida Expressway Authority (CFX) is seeking professional consulting services (CONSULTANT) to provide support in developing an ITS Master Plan. This Master Plan shall evaluate the current systems within CFX to determine future needs and formulate an implementation strategy for the future development and maintenance of the system. The Master Plan shall incorporate various methodologies in conformance with national, statewide, and regional architectures.

The CONSULTANT shall provide a final comprehensive report that shall contain all essential technology information, recommendations and a system-wide implementation methodology. The Master Plan final report shall be in sufficient detail to support the development of design, plans, specifications, and estimates to phase implementation of the projects. The report shall also contain necessary background research, technical analysis, and coordination with local and regional agencies to support developing Regional Transportation Partnership Projects which provide a benefit for CFX and adhere to the goals of the CFX Five-Year Strategic Plan.

2.0 SERVICES PROVIDED

This Scope of Services requires the CONSULTANT to perform the following tasks. Each item is detailed in the following sections followed by a summary of required submittals.

- Determine Vision, Goals, Objectives and Governance for the Intelligent Transportation Systems (ITS) Master Plan which adhere to the current directives of the Central Florida Expressway Authority
- Document Existing Conditions, Infrastructure and Communication
- Identify Transportation Technology Needs and Future Requirements
- Identify Applicable Technology Strategies
- Identify and document the Regional ITS Architecture (RITSA)
- Creation of Concept of Operations Report (ConOps)
- Creation of ITS Master Plan
 - **1** Determine Vision, Goals, Objectives and Governance
 - a) Examine the latest CFX Strategic Plan, Five-Year Work Plan and 2040 Master Plan to serve as supporting documents for the short, mid-term and long-term development of this governing document. The CONSULTANT shall employ a holistic approach integrating all CFX technology disciplines that apply with planning, fiscal and operational relevance to deliver a safer, world-class mobility network.

- b) The CONSULTANT shall meet with CFX staff and CFX representatives for the development of the Vision, Goals and Objectives. The Goals and Objectives shall be based on Industry Standards, fiscally sound practices and community responsibility.
- c) The CONSULTANT shall summarize information from the Five-Year Work Plan and 2040 Master Plan, with other applicable planning, fiscal and operations documents coupled with preliminary Task 2 information regarding Existing Conditions/Infrastructure to facilitate a discussion. The Vision shall be initially developed and then supported by measurable goals and objectives.
- d) Project Administration, Accounting, Quality Assurance and Quality Control (QA/QC) shall be the responsibility of the CONSULTANT. The CONSULTANT shall submit a QA/QC plan that meets CFX's requirements. The CONSULTANT's QA/QC manager shall have proven experience in the successful deployment of similar technology master plans on limited access facilities.

2. Document Existing Conditions/Infrastructure

- a) The CONSULTANT shall document the existing conditions of ITS and other related systems and networks currently deployed and planned on the CFX system that are correlated and integral to CFX ITS.
- b) The CONSULTANT shall document communications systems and networks that are used by local municipalities and modal agencies that border the CFX system. Systems may include traffic signal interconnections; wireless networks, radio systems and other potential communications networks.
- c) The CONSULTANT shall also document the availability of fiber, conduit and wireless in the Florida Department of Transportation's (FDOT) and Florida's Turnpike Enterprise (FTE) infrastructure running through or adjacent to CFX. The CONSULTANT shall conduct a qualitative assessment of the adequacy of these different systems.
- d) The CONSULTANT shall document the ways that transportation related information is disseminated by information service providers (ISP) to travelers throughout the CFX system. This documentation shall identify the sources of information used by each of the ISPs.
- e) The CONSULTANT shall document existing and upcoming express lanes and other tolling roads that impact CFX and their customers. This shall include the I-4 Ultimate, I-4 Beyond the Ultimate forecasted traffic impacts and Florida's Turnpike Enterprise current and forecasted traffic impacts.
- f) The CONSULTANT shall document the information flows associated with the identification and response to traffic incidents on CFX's expressway. This shall include the nature of the information exchanged and the media that are used for the exchange of information.
- g) The CONSULTANT shall document other technology which is relevant to ITS and is considered and included in recent transportation studies, such as in the Five-Year Work Plan, the CFX 2040 Master Plan and other programmed construction projects. This includes physical and virtual security of all key components.
- h) The CONSULTANT shall document all existing traffic control and ITS/Arterial Traffic Management System (ATMS) devices currently in use or planned on adjacent systems to that can be leveraged to provide support to CFX customers and regional customers. CFX shall be a regional partner with the Florida Department of Transportation, FTE and other transportation agencies participating in Integrated Corridor Management (ICM). A full evaluation of the ATMS network shall be conducted including the evaluation of major traffic generators, Park & Ride Lots, Multi-Modal facilities and Evacuation Routes. Documentation shall include the condition, capability, and operability with ITS and other applicable standards. The documentation and evaluation shall also include all available Geographic Information Systems (GIS) information. However, this shall not involve as-

built documentation of the overall system. It is intended to be used for conceptual planning. In addition to documenting the relevant transportation systems, the CONSULTANT shall also document the communication systems and networks that are used by local municipalities and the different modal agencies.

- i) The CONSULTANT shall document current regional efforts toward Connected and Automated Vehicle (CAV) deployment. This shall include discussions with local municipalities for multi-jurisdictional partnerships and technology sharing to provide a safer and more efficient transportation system to all Central Florida commuters. The CONSULTANT along with CFX stakeholder committees shall scan the industry for the greatest opportunities and select feasible solutions that bring technology advantages to CFX customers with minimal investment risk.
- j) The CONSULTANT shall document the progress and current status of FDOT D5's Decision Support System (DSS) which is part of the Integrated Corridor Management (ICM) Program, which shall improve mobility throughout the region by providing commuters additional tools and features to reduce incident clearance time, enhance safety and apply smart technology to improve traffic conditions and the quality of life for CFX customers and the Central Florida Region.
- k) The CONSULTANT shall be assertive in advising CFX in LiDAR technology optimization and its benefits. LiDAR technology has been proven in many public agencies as a refined technology to acquire survey, roadway profiles, roadway asset reflectivity, vertical clearances, detection, plan design, roadway features and characteristics more effectively and efficiently, which leads to enhanced safety when compared with traditional survey and design methods.

3. Identify Transportation Technology Needs

- a) The CONSULTANT shall use a combination of Task 1: CFX's Vision, Goals, Objectives and Governance and Task 2: Existing Conditions/Infrastructure to identify deficiencies in CFX's transportation ITS systems. The CONSULTANT shall utilize comments received through the assessment of information described within the existing conditions documentation. The CONSULTANT shall also reference the associated documents produced as a part of the Connected Vehicle study efforts completed to date. Findings shall be summarized in an easy to interpret format that lends to identification of relative priorities for each of the identified problems and needs
- b) The CONSULTANT shall include evaluation of the Traffic Operations support structure for CFX, including the FDOT District Five operations support at the Regional Traffic Management Center (RTMC). Discussion of a future independent Traffic Management Center (TMC), focusing on location, type, size, and recommendations and requirements based on CFX's future needs may be included. Any solution proposed shall integrate with the FDOT District Five RTMC in Lake Mary, Florida as part of a regional network to increase safety, support commerce and improve quality of life for all commuters using Central Florida's limited access facility and arterial roadway systems. Discussion shall include a high-level overview of the required central software and specific elements of a TMC, such as servers, video walls, encoders/decoders, workstations, racks, switches, etc.
- c) The CONSULTANT shall include CFX's CAV program and work with the CAV Project Manager to integrate the findings of that study into the ITS Master Plan. The ITS master plan shall consider the changes in technology, operations and systems that are anticipated as part of the emerging technologies identified in the current Connected Vehicle (CV) study and show how those technologies and deployments shall either supplement or replace traditional ITS deployments. The main objectives being to increase safety, reduce traffic incidents, decrease travel time and unify data.

- d) The CONSULTANT shall investigate and present findings regarding big data and the ability for CFX to handle the large amounts of data that can be expected from an aggressive and customer driven transportation plan.
- e) The CONSULTANT shall investigate and present findings regarding Part Time Shoulder Running (PTSR) and the effects it will have on the existing ITS system. They shall also investigate future needs for system to properly allow PTSR to fully operate. The ITS master plan shall consider the changes in technology, operations and systems that are anticipated as part of the PTSR system and how future technologies can integrate into the system.
- f) The CONSULTANT shall document the findings of this task in a Technology Needs Report. A thorough discussion and review of all transportation, ITS and TMC needs will be included with identification and justification for such needs, which are most applicable to the logistics, function, operation and geographic needs of CFX.

4. Identification of Applicable Technology Strategies

- a) The CONSULTANT shall review the transportation problems and needs identified in Task 3: Identify ITS Technology Needs. This review shall determine the nature and cause(s) of each problem or need and determine if there are any candidate ITS improvements or other technical strategies that can address or mitigate the problem or need. Potential transit related ITS and/or IT strategies shall also be considered. After candidate improvement strategies have been identified, the candidates shall be screened by the CONSULTANT to establish an initial priority for each of the projects. Where possible the anticipated benefits and life cycle cost of each candidate shall be quantified to aid in comparison.
- b) The CONSULTANT shall propose strategies to document operations and maintenance needs, define performance requirements and identify existing and future Technology deployments on CFX's expressways and collaborative programs with neighboring agencies. This plan shall determine the cause of each transportation problem and identify candidate ITS improvements or strategies to help improve safety and traffic conditions.
- c) Part of this approach shall also research ways in which CFX ITS data can be interfaced with neighboring jurisdictions limited access roadways as well as Integrated Corridor Management (ICM). Transportation System Management and Operations (TSM&O) principles should be established for development of the ITS Master Plan. TSM&O is a performance driven approach for solving traffic related problems and minimizing congestion through the utilization of ITS, IT, signal system control, and other management and operational strategies to locate and correct the causes of delays in real-time. The objective of the TSM&O program is to improve the efficiency of the existing transportation network through performance monitoring, active arterial management, and coordinating freeway and arterial management strategies, such as incident management. The TSM&O program also considers future technologies and the importance of improving the efficiency of a system. The CONSULTANT shall consider FDOT D5's on-going ICM project, emergence of CAV technology and other technologies while strategy planning is under way.
- d) The CONSULTANT shall submit strategies as a Technology Strategy Report documenting the process used to determine the needs and identifying the potential ITS solutions.

5. Regional ITS Architecture

a) The CONSULTANT shall coordinate with FDOT District Five to review their current Regional ITS Architecture (RITSA) document. The CONSULTANT shall collaborate and provide feedback to CFX about the current RITSA document.

- b) The CONSULTANT shall work with CFX staff to determine the capabilities that are relevant to the CFX's problems and needs, and to customize these capabilities to suit CFX.
- c) The CONSULTANT shall provide a Technical Memorandum documenting the review and evaluation of the FDOT District Five RITSA.

6. Concept of Operations

- a) The CONSULTANT shall provide a Concept of Operations (ConOps) that defines the roles and responsibilities for maintenance and operation of ITS and includes the level of information sharing, status and control between agencies. For the ConOps to be most effective, the document shall be updated as elements change or are added/deleted. Stakeholders, or parties who have an interest in or participate in the project or system, shall be consulted to determine their needs and preferences.
- b) The ConOps shall summarize the needs and preferences of each stakeholder and how they interact and utilize the project/system. In some instances where conflicts between the needs and preferences of various stakeholders arises, the ConOps document shall address these conflicts and document the resultant outcome of which items will be implemented by the project or system and which items have been considered but will not be included. Ultimately, the ConOps shall serve as a record of the project/system needs, requirements, interactions, agreements and constraints regarding all parties involved from the conception through maintenance of the desired product.
- c) The CONSULTANT shall meet with each of the stakeholders upon project award to discuss their project roles and needs to ensure the ConOps accurately reflects the current state of the anticipated construction, operation, and long-term maintenance of the proposed CFX Five-Year Work Plan,2040 Master Plan, CV Pilot Study and other technology planning and operations documents that contribute to an enhancement in delivering technology driven services to CFX customers. The document shall also be reviewed by the CONSULTANT to determine if any suggestions can be made regarding possible changes to technologies or operational concepts described throughout the ConOps, which could provide equal or better results with less initial and future maintenance costs. Suggestions shall be forwarded to the Project Manager for consideration and any approved changes would be added to the ConOps via a document revision.
- d) The CONSULTANT shall provide a ConOps Report documenting the findings within this Task.

7. Prioritized ITS Master Plan

a) The CONSULTANT shall develop a prioritized ITS Master Plan that is based on the information obtained from Tasks 1-6 and from CFX Staff input. The plan shall describe the existing key component technology systems as well as programmed systems and associated implementation timeframes. Relevant information from all key components shall be leveraged to create a holistic approach which connects all technologies using best practices creating a streamlined, fiscally responsible document that compliments CFX priority's and goals. This approach and framework shall define the baseline conditions of the ITS Master Plan. Using information collected from previous tasks, a list of potential key component technology projects shall be developed to address deficiencies in the existing and planned infrastructure consistent with the Vision, Goals, Objectives and Governance from Task 1.

To prioritize the list of potential technology projects, the CONSULTANT shall develop screening criteria and apply these criteria to each of the projects. The screening criteria shall be defined with CFX Staff input and shall include factors such as:

- Meets Key Technology Components Vision, Goals and Objectives
- Meets identified need
- Measurable Safety Benefits
- Mitigates an identified transportation problem
- Proximity to Major Traffic Generators and Park and Ride facilities
- Improves dissemination of transportation related information
- Improves identification and response to traffic incidents
- Reduces congestion along evacuation routes
- Geographic area with high priority
- Consistent with Regional/National ITS Architecture
- Location relative to Strategic Intermodal Systems (Orlando International Airport, BrightLine (Virgin Trains), LYNX, SunRail etc.),
- Connections to other alternate facilities for diverting traffic during incidents
- Scale of probable project costs (i.e.,\$, \$\$, \$\$\$, etc.)
- Deliver Financially Sound Business Practices by Minimizing Risk
- Life cycle cost, short and longer range staffing requirements
- Appropriate transit performance criteria
- Pursue the Highest Standards of Social and Community Responsibility
- Integrate Solutions to Strengthen the CFX Brand and Support Commerce and Quality of Life to the Region

Each of the defined screening criteria shall be organized into a screening matrix where numerical scales (e.g., 1-10) shall be assigned for each potential project. The CONSULTANT shall meet with the CFX Staff to discuss the results of the screening process and to present the prioritized list of projects for approval for incorporation into the ITS Master Plan.

Following the screening process, the CONSULTANT shall develop a Technical Memo of the Prioritized Project List identifying the recommended implementation timeline (Short term (0-5 years), (6-10 years) and long term (11+ years)) for each prioritized ITS improvement project. The Technical Memo shall also provide an assessment for each project summarizing information, such as: project benefits, assumptions, cost estimates, and potential funding sources or cost sharing recommendations.

- Project Description
- If needed, level of SEMP required
- Benefits
- Assumptions
- Relationship of Projects to the System Architecture
- Cost Estimates Initial and ongoing, including personnel
- Potential implementing entity
- Potential funding sources or cost sharing recommendations

The memo shall also define the agency roles related to the projects such as funding, implementing, operating, and maintaining. Development of performance measures shall be necessary for efficient project prioritization.

2.1 QUALITY CONTROL

The CONSULTANT shall be responsible for providing continuous quality control and quality assurance (QA/QC) during the project. The CONSULTANT shall produce studies and reports that have been thoroughly checked. The documents produced shall be prepared with the degree of care that meets or exceeds the tests of "standard practice" or "due care" as established by recognized industry wide professional organizations such as the National Society of Professional Engineers (NSPE). The CONSULTANT's QA/QC responsibilities shall not be limited to responding to CFX comments but also provide for a complete review of project deliverables prior to their submittal. CFX reserves the right to reject a submittal in its entirety if QA/QC is not evident relative to addressing CFX comments.

The CONSULTANT shall prepare and submit to CFX a Project Quality Control (QC) Plan. The QC Plan shall describe how the required production, project staff and review time shall be planned and scheduled to accomplish the required quality control. This QA/QC time and effort is an essential part of the design effort if quality workmanship is to be achieved. The CONSULTANT's management shall be responsible for providing the proper organization and staff to perform all QA/QC tasks associated with the production of a project according to the QC Plan in a complete and thorough manner. The QC plan shall, at a minimum, describe a process of applying quality control to each deliverable at every stage of production of the deliverable, including a final QC review by a resource that was not used to produce the deliverable. The QC Plan shall be completed and submitted to CFX within five (5) calendar days after receipt of Notice to Proceed. An approved QC Plan is required as a prerequisite for the approval of all submittals. The consultant shall certify with each submittal that a thorough QC review has been performed. CFX shall retain the option to request documentation of QC activities at any time.

2.2 PROJECT MANAGEMENT AND COORDINATION

2.2.1 Schedule (General Items)

The schedules shall provide 15 working days for CFX review of all submittals and 15 working days for CFX review of re-submittals. The CONSULTANT may continue design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the CONSULTANT of the responsibility to answer and incorporate review comments into the design, nor does it entitle the CONSULTANT to any additional compensation as a result of making changes due to review comments.

When there is an actual or potential delay in the schedule or if the CONSULTANT proposes to change the sequence or duration of any activities, an updated schedule and accompanying narrative must be submitted to CFX for approval.

2.2.2 Project Schedule

The following list represents the schedule of major project milestones for a project duration of 300 calendar days:

- Notice to Proceed (Assume a start date in 1st Quarter in Calendar Year 2020)
- Project Kickoff Meeting Within 5 working days after receipt of the Notice to Proceed.
- Detailed Schedule Submitted at the Project Kickoff Meeting. The schedule shall contain activities in sufficient detail to demonstrate the CONSULTANT has a reasonable work plan to complete the project. Long-term activities shall be broken down into manageable segments where each activity does not exceed twenty (20) working days.
- Quality Control Plan within 5 calendar days after receipt of Notice to Proceed, submitted at the Project Kickoff Meeting.

Complete Design Phase – 300 calendar days after receipt of Notice to Proceed.

2.2.3 MEETINGS AND PROGRESS REPORTING

The CONSULTANT shall attend a Kick-off Meeting where the CONSULTANT shall submit a schedule and project plan identifying key staff and their responsibilities. The CONSULTANT shall meet with CFX on an as-needed basis to obtain information and at least once a month to provide written progress reports including an updated schedule that describes the work performed on each task. The CONSULTANT shall submit draft minutes of these meetings to CFX within 5 working days after the meeting. The consultant shall provide final minutes, conformed to CFX comments, within 2 days of receipt of CFX comments.

The CONSULTANT shall establish and maintain an Action Item Data Base. This database shall be used to support the closure of action items in a timely manner. An updated list of action items with status and required resolution dates shall be included as part of the monthly progress report. The Action Item Data Base format shall be submitted at the Kick-off Meeting for review and approval by CFX.

2.2.4 PROJECT COORDINATION AND KEY PERSONNEL

CFX and the CONSULTANT shall each designate a Project Manager who shall be the representative of their respective organizations for the project. The final direction on all matters of this project shall remain with CFX Project Manager. The CONSULTANT's Project Manager shall be the point of contact for all project coordination and shall be familiar with all aspects of the project, including production of deliverables, contract administration, coordination with subconsultants, and invoices. The CONSULTANT may assign a technical representative for major subconsultants for attendance at project meetings and for technical coordination, subject to CFX approval.

The CONSULTANT shall identify key project staff to CFX. The CONSULTANT shall make no changes in key personnel without written notification and approval from CFX.

2.3 SUBMITTALS

The CONSULTANT shall be responsible for making submittals to CFX for review. CFX's review time shall start when all required deliverables for each submittal have been received and end with the return shipping of the review comments. All reports and appendixes shall be accurate, legible, complete in design and drawn to the appropriate scale. All construction plans submitted for review shall be 11" x 17" plan sheets. The number of copies of materials to be furnished for each submittal is as follows:

SUBMITTAL/ITEM	NO. OF COPIES
Project Schedule	2
Quality Control Plan	2
Existing Conditions Report	2
Technology Needs Report	2
Technology Strategy Report	2
RITSA Technical Memorandum	2

ConOps Report	2
Project List Technical Memorandum	2
Master Plan Report	2

The exact quantity of reports to be submitted may vary and shall be discussed with CFX prior to printing. In addition to physical copies of each submittal, the consultant shall provide electronic PDF copies on a CD-ROM or through E-Mail of each interim submittal.

2.4 COMPUTER AUTOMATION

The CONSULTANT shall be required to submit electronic files of all final deliverable reports and cost estimates in Microsoft Word[™]/Microsoft Excel[™], and Adobe Acrobat[™] (.pdf) format electronically. CONSULTANT shall submit all project schedules in Microsoft Project[™] format on electronically. The CONSULTANT shall to submit electronic files of all presentations in Microsoft PowerPoint[™] format electronically. When requested by CFX, the CONSULTANT shall provide electronic files of interim submittals. CONSULTANT shall be able to submit all electronic files through email or CD ROM.

2.5 RESOURCES AVAILABLE

CFX has existing documentation available to assist the selected CONSULTANT in the services required. CFX does not warrant or guarantee the accuracy of the documentation, and the use of such documentation is at the sole risk of the CONSULTANT.

The following resources are available to the CONSULTANT in electronic format:

- CFX ITS and IT Network Infrastructure
- Existing CFX Master Plan
- CV Pilot Study
- CFX ITS Specifications and Design Standards
- CFX ITS OSP Insight documentation
- CFX ITS Device Map
- CFX 5-Year Work Plan

2.6 ADDITIONAL SERVICES

Additional services may be assigned to the CONSULTANT in accordance with the Contract and this Scope of Services. No work shall be accomplished under additional services without prior written authorization to the CONSULTANT to perform the work.

E.1. Chairman's Report

THERE ARE NO BACKUP MATERIALS FOR THIS ITEM AT THIS TIME

E.2. Treasurer's Report

MEMORANDUM

TO: **CFX Board Members**

Michael Carlisle, Director of Accounting and Finance FROM:

DATE: May 5, 2020

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RE: March 2020 Financial Reports

Attached please find the March 2020 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM



CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS FOR THE MONTH ENDING MARCH 31, 2020 AND YEAR-TO-DATE

	FY 20 MONTH ACTUAL	FY 20 MONTH BUDGET	Y	FY 20 EAR-TO-DATE ACTUAL	FY 20 YEAR-TO-DATE BUDGET	FY 20 YEAR-TO-DATE VARIANCE	FY 20 YEAR-TO-DATE % VARIANCE	FY 19 - 20 YEAR-TO-DATE COMPARISON	
REVENUES		-							
TOLLS*	\$ 35,479,889	\$ 44,020,570	\$	369,289,417	\$ 358,881,129	\$ 10,408,288	2.9%	5.3%	
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	\$ 1,286,720	1,133,376	\$	8,987,121	7,500,053	1,487,068	19.8%	32.1%	
TRANSPONDER SALES	\$ 73,209	68,307	\$	662,047	558,969	103,079	18.4%	152.4%	
OTHER OPERATING	\$ 210,452	108,096	\$	1,516,284	637,544	878,739	137.8%	53.2%	
INTEREST	\$ 1,301,323	419,910	\$	7,610,548	4,963,833	2,646,715	53.3%	108.2%	
MISCELLANEOUS	\$ 58,819	60,845	\$	556,279	547,605	8,674	1.6%	-27.6%	•
TOTAL REVENUES	\$ 38,410,412	45,811,105	\$	388,621,695	373,089,133	15,532,563	4.2%	7.0%	
O M & A EXPENSES									
OPERATIONS	\$ 5,834,234	5,526,170	\$	45,019,047	46,723,855	1,704,808	3.6%	10.9%	
MAINTENANCE	\$ 1,844,444	1,752,775	\$	10,939,838	12,056,901	1,117,063	9.3%	4.7%	
ADMINISTRATION	\$ 565,374	721,129	\$	5,558,460	6,332,291	773,831	12.2%	2.8%	
OTHER OPERATING	\$ 442,297	228,483	\$	1,413,409	1,770,746	357,337	20.2%	-22.9%	
TOTAL O M & A EXPENSES	\$ 8,686,349	8,228,557	\$	62,930,754	66,883,793	3,953,039	5.9%	8.0%	

NET REVENUES BEFORE DEBT SERVICE	\$ 29,724,064	37,582,548	\$ 325,690,941	306,205,340	19,485,601	6.4%	6.8%
COMBINED NET DEBT SERVICE	\$ 18,668,065	18,739,051	\$ 146,440,235	147,685,810	1,245,574	0.8%	12.8%
NET REVENUES AFTER DEBT SERVICE	\$ 11,055,998	\$ 18,843,497	\$ 179,250,706	\$ 158,519,531	\$ 20,731,176	13.1%	 2.3%

* 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 MARCH 31, 2020 AND YEAR-TO-DATE

	FY 2020 ACTUAL	FY 2020 BUDGET	VARIANCE	FY 20 YEAR-TO-DATE % VARIANCE
Operations	\$ 45,019,047	\$ 46,723,855	\$ 1,704,808	3.6%
Maintenance	10,939,838	12,056,901	1,117,063	9.3%
Administration	5,558,460	6,332,291	773,831	12.2%
Other Operating	1,413,409	1,770,746	357,337	20.2%
Total O M & A	\$ 62,930,754	\$ 66,883,793	\$ 3,953,039	5.9%

Capital Expenditures

\$

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Operations

\$

0.0%

Maintenance	30,086	92,000		61,914	67.3%	
Administration	 18,516	 25,000	-	6,485	25.9%	
Total Capital Expenditures	\$ 48,602	\$ 117,000	\$	68,398	58.5%	

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

Central Florida Expressway Authority Operations - Comparison of Actual to Budget For the Nine Months Ending March 31, 2020

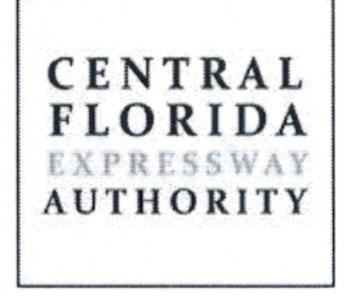
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YTD Actual	YTD Budget	Budget Variance	Variance Percentage
433.613	437.096	3,483	0.80%
	7,738,516	(1,025,621)	-13.25%
	128,752	70,183	54.51%
	4,012,335	463,244	11.55%
	16,344,434	748,687	4.58%
, ,	118,071	15,841	13.42%
	1,810,983	303,408	16.75%
30,010,961	30,590,187	579,226	1.89%
	Actual 433,613 8,764,137 58,569 3,549,091 15,595,747 102,230 1,507,575	ActualBudget433,613437,0968,764,1377,738,51658,569128,7523,549,0914,012,33515,595,74716,344,434102,230118,0711,507,5751,810,983	ActualBudgetVariance433,613437,0963,4838,764,1377,738,516(1,025,621)58,569128,75270,1833,549,0914,012,335463,24415,595,74716,344,434748,687102,230118,07115,8411,507,5751,810,983303,408

Plazas	15,008,086	16,133,668	1,125,582	6.98%
Subtotal Toll Facilities	15,008,086	16,133,668	1,125,582	6.98%
Total Operations Expenses	45,019,047	46,723,855	1,704,808	3.65%

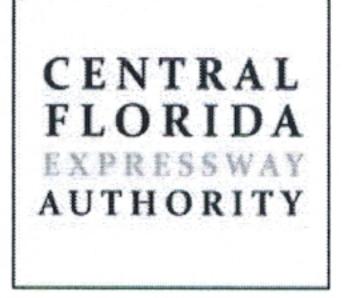
Data Date: 4/21/2020 Print Date: 4/21/2020 Report Date / Time: 4/21/2020 / 2:19:50PM



Central Florida Expressway Authority Maintenance - Comparison of Actual to Budget For the Nine Months Ending March 31, 2020

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,904,360	2,237,956	333,596	14.91%
Traffic Operations	2,465,836	2,821,873	356,037	12.62%
Routine Maintenance	6,599,729	7,089,072	489,343	6.90%
Total Maintenance Expenses	10,969,925	12,148,901	1,178,976	9.70%

Data Date: 4/21/2020 Print Date: 4/21/2020 Report Date / Time: 4/21/2020 / 2:20:21PM



Central Florida Expressway Authority Administration - Actual to Budget by Cost Center For the Nine Months Ending March 31, 2020

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	636,074	699,904	63,830	9.12%
Administrative Services	1,524,219	1,639,106	114,887	7.01%
Communications	470,572	542,945	72,372	13.33%
Human Resources	165,263	252,624	87,362	34.58%

Supplier Diversity	164,745	221,401	56,656	25.59%	
Accounting	1,194,235	1,251,388	57,153	4.57%	
Construction Administration	43,524	45,430	1,907	4.20%	
Risk Management	0	0	0	0.00%	
Procurement	386,364	455,854	69,490	15.24%	
Legal	508,846	613,060	104,215	17.00%	
Internal Audit	176,495	282,000	105,505	37.41%	
525 Magnolia	24,440	19,796	(4,644)	-23.46%	
Engineering	47,029	54,014	6,985	12.93%	
Records Management	235,171	279,768	44,597	15.94%	

Grand Total Expenses

5,576,975 6,357,291 780,315 12.27%

Data Date: 4/21/2020 Print Date: 4/21/2020 Report Date / Time: 4/21/2020 / 2:20:39PM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON FOR THE MONTH ENDING MARCH 31, 2020 AND YEAR-TO-DATE

	FY 20 YEAR-TO-DATE ACTUAL	FY 20 YEAR-TO-DATE BUDGET	FY 20 YEAR-TO-DATE VARIANCE	FY 19 YEAR-TO-DATE ACTUAL	FY 19 YEAR-TO-DATE BUDGET	FY 19 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON	
REVENUES								
TOLLS*	\$ 369,289,417	\$ 358,881,129	\$ 10,408,288	\$ 350,790,124	\$ 343,923,922	\$ 6,866,202	\$ 3,542,086	
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	8,987,121	7,500,053	1,487,068	6,805,713	5,300,811	1,504,902	(17,834)	
TRANSPONDER SALES	662,047	558,969	103,079	262,296	206,594	55,702	47,377	
OTHER OPERATING	1,516,284	637,544	878,739	989,767	909,155	80,612	798,127	
INTEREST	7,610,548	4,963,833	2,646,715	3,655,774	2,460,000	1,195,774	1,450,941	
MISCELLANEOUS	556,279	547,605	8,674	768,501	789,964	(21,463)	30,137	
TOTAL REVENUES	388,621,695	373,089,133	15,532,563	363,272,175	353,590,446	9,681,729	5,850,834	
O M & A EXPENSES								
OPERATIONS	45,019,047	46,723,855	1,704,808	40,597,314	42,448,140	1,850,826	(146,018)	
MAINTENANCE	10,939,838	12,056,901	1,117,063	10,447,576	12,121,586	1,674,010	(556,947)	
ADMINISTRATION	5,558,460	6,332,291	773,831	5,406,912	6,069,244	662,332	111,499	
OTHER OPERATING	1,413,409	1,770,746	357,337	1,833,822	1,533,594	(300,228)	657,565	
TOTAL O M & A EXPENSES	62,930,754	66,883,793	3,953,039	58,285,624	62,172,564	3,886,940	66,099	

NET REVENUES BEFORE DEBT SERVICE	325,690,941	306,205,340	19,485,601	304,986,551	291,417,882	13,568,669	5,916,932
COMBINED NET DEBT SERVICE	146,440,235	147,685,810	1,245,574	129,839,418	131,146,718	(1,307,300)	2,552,874
NET REVENUES AFTER DEBT SERVICE	\$ 179,250,706	\$ 158,519,531	\$ 20,731,176	\$ 175,147,133	\$ 160,271,164	\$ 14,875,969	\$ 5,855,207

* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS PREVIOUS YEAR COMPARISON FOR THE MONTH ENDING MARCH 31, 2020 AND YEAR-TO-DATE

	FY 20 MONTH ACTUAL	FY 19 MONTH ACTUAL	FY 19 - 20 SAME MONTH COMPARISON	FY 20 YEAR-TO-DATE ACTUAL	FY 19 YEAR-TO-DATE ACTUAL	FY 19 - 20 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS*	\$ 35,479,889	\$ 44,273,395	\$ (8,793,506)	\$ 369,289,417	\$ 350,790,124	\$ 18,499,293
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,286,720	1,374,938	(88,218)	8,987,121	6,805,713	2,181,408
TRANSPONDER SALES	73,209	34,962	38,247	662,047	262,296	399,751
OTHER OPERATING	210,452	166,530	43,922	1,516,284	989,767	526,517
INTEREST	1,301,323	513,877	787,446	7,610,548	3,655,774	3,954,774
MISCELLANEOUS	58,819	63,953	(5,134)	556,279	768,501	(212,222)
TOTAL REVENUES	38,410,412	46,427,655	(8,017,243)	388,621,695	363,272,175	25,349,520
O M & A EXPENSES						
OPERATIONS	5,834,234	6,214,159	(379,925)	45,019,047	40,597,314	4,421,733
MAINTENANCE	1,844,444	2,156,677	(312,233)	10,939,838	10,447,576	492,262
ADMINISTRATION	565,374	666,039	(100,665)	5,558,460	5,406,912	151,548
OTHER OPERATING	442,297	316,661	125,636	1,413,409	1,833,822	(420,413)
TOTAL O M & A EXPENSES	8,686,349	9,353,536	(667,187)	62,930,754	58,285,624	4,645,130
NET REVENUES BEFORE DEBT SERVICE	29,724,064	37,074,119	(7,350,055)	325,690,941	304,986,551	20,704,390
COMBINED NET DEBT SERVICE	18,668,065	15,323,070	3,344,995	146,440,235	129,839,418	16,600,817
NET REVENUES AFTER DEBT SERVICE	\$ 11,055,998	\$ 21,751,049	\$ (10,695,051)	\$ 179,250,706	\$ 175,147,133	\$ 4,103,573

* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

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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.

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E.3.

Executive Director's Report

Executive Director Report May 2020

DASHBOARD

March Indicators

COVID-19 impacted Reload customer service lane activity and revenue transactions on the CFX system. CFX closed the Walk-in E-PASS Service Center and pulled toll attendants from the cash lanes on March 19, 2020 until further notice. All toll transactions without transponders are currently Pay By Plate transactions at the cash rate with no fees.

<u>SAFETY</u>

COVID-19 Update

On March 2, Governor DeSantis issued an Executive Order declaring a Public Health Emergency in the State of Florida due to COVID-19. CFX continues to monitor COVID-19 impacts closely.

CFX HEADQUARTERS BUILDING remains closed to the public. All CFX buildings are being disinfected vigilantly. CDC guidelines and recommendations are being followed. CFX implemented a work from home plan in mid-March. Microsoft Teams is our preferred method of remote communications between staff.

The VISITOR TOLL PASS program remains temporarily suspended until further notice. The Visitor Toll Pass staff transitioned to the E-PASS Call Center.

The E-PASS CALL CENTER hours of operation have been extended until 10:00 pm. Customer Service Representatives (CSRs) are spaced out over every other station and cleaning protocols are in place. Customer Service Representatives are also provided with face masks. CDC guidelines and recommendations are being followed.

The WALK-IN E-PASS SERVICE CENTER remains temporarily closed until further notice.

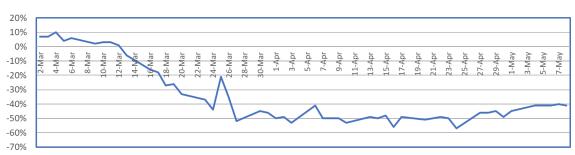
TOLL ATTENDANTS are no longer collecting cash in CFX lanes. All toll transactions without transponders are now Pay By Plate transactions at the cash rate with no fees. There is no change for E-PASS customers.

ESSENTIAL ENGINEERING, MAINTENANCE AND CONSTRUCTION activities are continuing following CDC guidelines and recommendations.

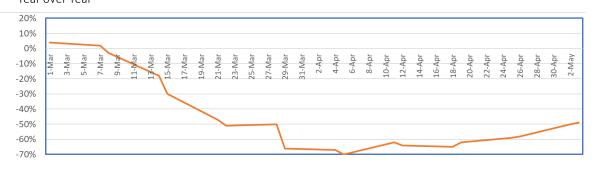
ESTIMATED TOLL REVENUE impacts are being tracked closely. Revenue dropped rapidly in mid-March and bottomed out at approximately 50% of 2019 revenues by mid-April. Revenues since mid-April are improving slowly. Traffic and revenue forecasts, proposed operations maintenance and administration budgets, and the proposed 5-Year Plan have been updated for COVID-19 impacts and will be

presented at the CFX Workshop on May 14. The revenue forecast, budget and workplan will be re-evaluated in January 2021.

Estimated Daily Weekday Revenue Variance Year over Year



Estimated Daily Weekend Revenue Variance Year over Year



LEGISLATIVE UPDATE

CFX had two legislative priorities for the 2020 Session.

A request for an additional FHP troop, which would be a pass through for funding, was supported by the Governor and the House, however the Florida Department of Highway Safety and Motor Vehicles (FHSMV) ultimately did not support the request due to ongoing hiring and retention challenges. CFX will explore other ways to add law enforcement support to our system since the FHSMV has had many years of staffing challenges.

Lake County is the only county in CFX's jurisdiction that requires the approval of the FDOT Secretary for CFX to build in Lake County. CFX is seeking to eliminate this requirement so that Lake County has the same independent rights as the rest of CFX counties. This was a priority of the Lake County Board of County Commissioners as well as CFX. Lake County and CFX was not successful in 2020, however, CFX will continue to pursue the amendment in 2021.

TRANSPORTATION PARTNERSHIPS

FDOT I-4 Update

The following update was received from the Florida Department of Transportation regarding the I-4 Reconstruction project:

- 1. On Monday, April 27th the SR 408 eastbound exit to Orange Avenue was closed. Passenger vehicle traffic has been detoured to the Mills Avenue exit and truck traffic has been detoured to the Bumby Avenue exit. Truck traffic heading to the downtown core from the west side of SR 408 can also use the Orange Blossom Trail exit off eastbound SR 408. Per CFX's agreement with FDOT, the Orange Avenue ramp shall be opened within 140 days.
- 2. When the Orange Avenue ramp re-opens, travelers from I-4 to SR 408 will not be able to access this exit.
- 3. Beginning Monday, May 11th and continuing through May 18th, the new flyover interchange ramps between SR 408 and I-4 will begin the process of opening. Several detours have been established during this time period on both SR 408 and I-4 to route traffic around the construction activities associated with getting the flyover ramps open. Expect these detours to continue through Monday, May 18th.

CFX staff is appreciative of the ongoing coordination with FDOT and SGL on these important milestones of the SR 408 / I-4 Interchange Project. Our collective technical staffs and public information staffs have been coordinating for weeks in advance of these major activities.

Osceola Parkway Extension Update

Orange and Osceola Counties submitted their linear facility application to Florida Communities Trust on May 8, 2020. The modification to the Split Oak Management Plan is necessary to allow 1.3 miles of the Osceola Parkway Extension to run through the southwestern part of Split Oak and expand the conservation area around Split Oak by 1,550 acres.

PERFORMANCE DASHBOARD

FEBRUARY 2020 Fiscal year runs from July 1-June 30

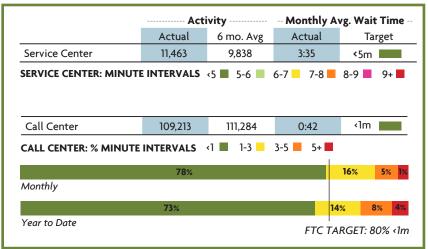
CENTRAL

FLORIDA

EXPRESSWAY

AUTHORITY

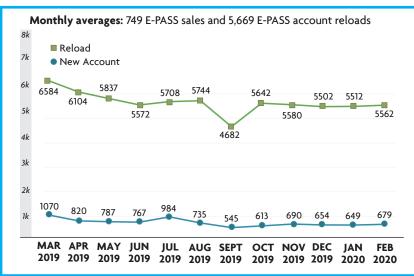
CUSTOMER SERVICE



WRONG WAY DRIVING (WWD)

Month	JUL	AUG	SEP	ост	ΝΟΥ	DEC	JAN	FEB	
Total Vehicles Detected	14	20	14	18	19	9	16	9	
Documented Turn Arounds	14	18	13	16	15	7	14	9	

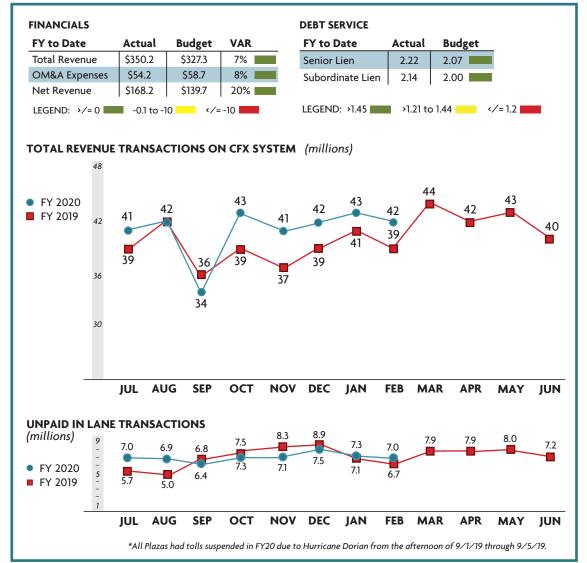
RELOAD CUSTOMER SERVICE LANE ACTIVITY



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 408/SR 417 Interchange (Phase II)	\$66.7	\$66.8	99%	98%		March 2020
SR 408 Widening from SR 417 to Alafaya Trail	\$78.8	\$79.0	100%	99%		December 2019
SR 417 Widening from Econlockhatchee to Seminole Co.	\$44.8	\$36.4	83%	81%		June 2020
Toll System Replacement	\$54.4	\$32.1	77%	59%		July 2021
LEGEND: % Time - % Spent ≤ 10 11-20 ≥ 21						

FINANCIALS



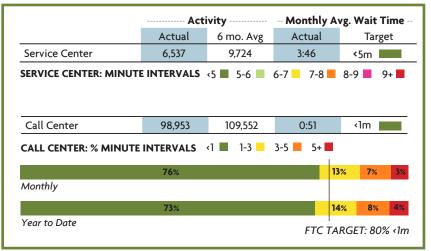
PERFORMANCE DASHBOARD



MARCH 2020

Fiscal year runs from July 1-June 30

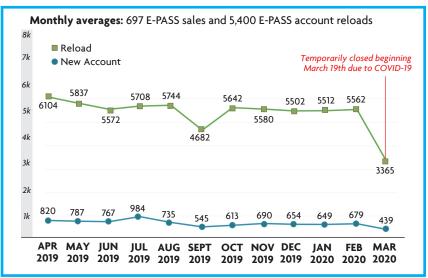
CUSTOMER SERVICE



WRONG WAY DRIVING (WWD)

AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR
20	14	18	19	9	16	9	15
18	13	16	15	7	14	9	15
	20	20 14	20 14 18	20 14 18 19	20 14 18 19 9	20 14 18 19 9 16	

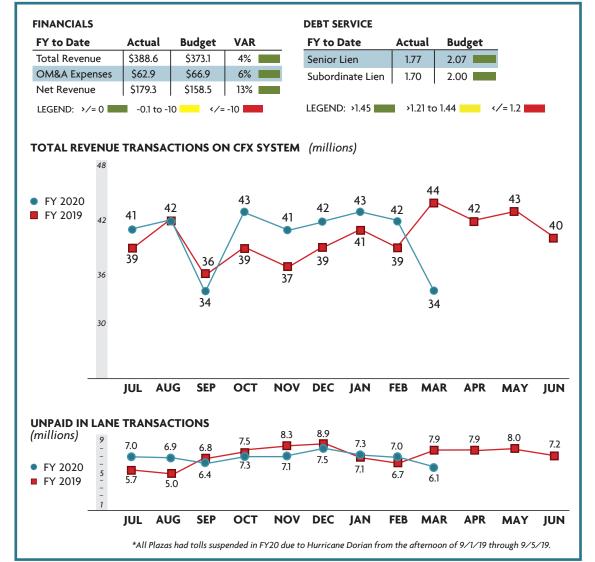
RELOAD CUSTOMER SERVICE LANE ACTIVITY



PROGRESS OF MAJOR CONSTRUCTION PROJECTS



FINANCIALS



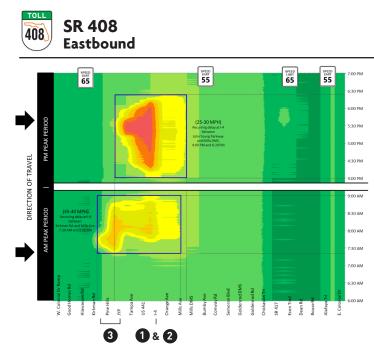


TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update January - March 2020

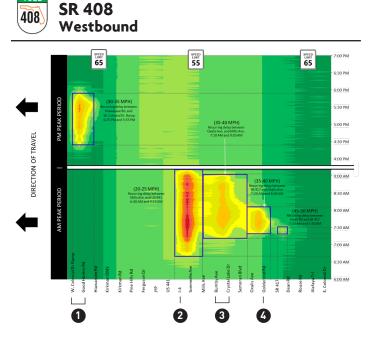
TOLL

Map Scale in Miles Per Hour							
65-70	30-35						
60-65	25-30						
55-60	20-25						
50-55	15-20						
45-50	10-15						
40-45	5-10						
35-40	0-5						



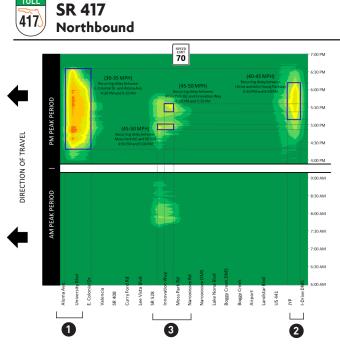
Projects:

- (AM) Construction underway widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.
- (PM) Construction underway widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.
- 3. Monitoring monthly Friction due to eastbound SR 408 transitioning from 4 lanes to 3 lanes between Pine Hills Mainline Plaza and John Young Parkway.



Projects:

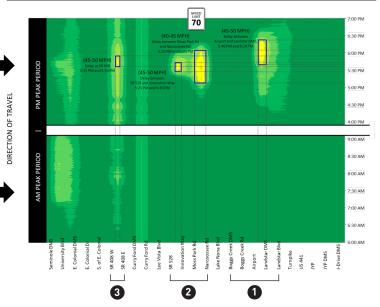
- 1. SR 408 Westbound transitions from 3 lanes to 2 lanes at the jurisdictional limit with Florida's Turnpike Enterprise west of Colonial Drive ramps.
- Construction underway widen the SR 408 mainline through the *I-4 interchange* part of I-4 Ultimate. Completion late 2021.
- 3. Monitoring monthly Friction due to westbound SR 408 transitioning from 5 lanes to 4 lanes between *Crystal Lake Drive and Bumby Avenue*.
- 4. Monitoring monthly Friction due to westbound SR 408 transitioning back to 4 lanes following lane drops of westbound entrance ramps from *Chickasaw Trail and Goldenrod Road*.



Projects:

- Construction underway widen SR 417 from Econlockhatchee Trail to Aloma Avenue. Completion Summer 2020.
- Design underway widen SR 417 from International Drive to John Young Parkway. Construction completion 2023.
- 3. Design underway widen SR 417 from *Narcoosee to SR* 528. Construction completion 2023.





Projects:

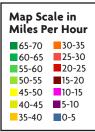
- 1. Design underway widen SR 417 from *Landstar Boulevard to Boggy Creek Road*. Construction completion 2023.
- 2. Design underway widen SR 417 from *Narcoosee to SR 528*. Construction completion 2023.
- 3. Construction underway SR 408 / SR 417 interchange improvements. Completion 2020.



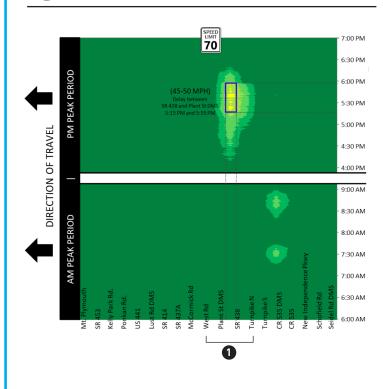
TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update

January - March 2020



TOLI SR 429 429 Northbound

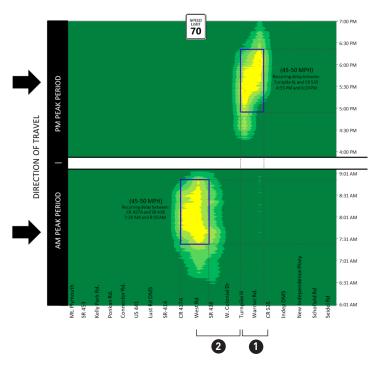


Projects:

1. Design underway - widen SR 429 from Florida's Turnpike to West Road. Construction completion 2023.

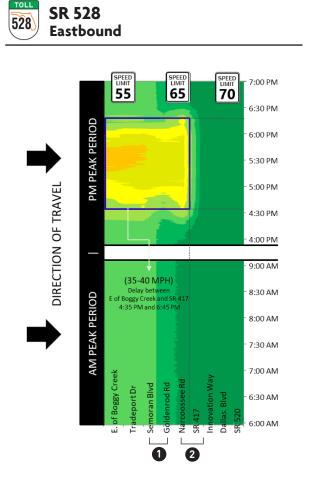
TOLL SR 429 429

Southbound



Projects:

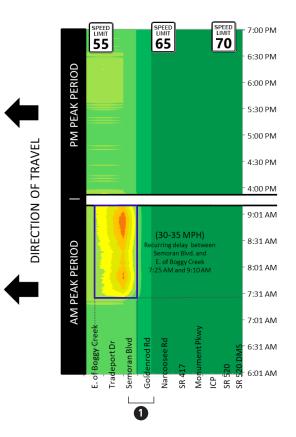
- 1. Design underway widen SR 429 from CR 535 to Florida's Turnpike. Construction completion 2022.
- 2. Design underway widen SR 429 from Florida's Turnpike to West Road. Construction completion 2023.



Projects:

- 1. Design underway widen SR 528 from Semoran Boulevard to Goldenrod Road. Construction completion 2022.
- 2. Design start 2020 widen SR 528 from Narcoossee Road to SR 417. Construction completion 2022.

SR 528 528 Westbound



Projects:

1. Design underway - widen SR 528 from Semoran Boulevard to Goldenrod Road. Construction completion 2022.

I-4/SR 408 RAMP UPDATE

Amway

W ANDERSON

Lake Lucerne

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

— May 14, 2020 —

I-4/SR408 RAMP UPDATE

I-4 WB to SR408 – OPENING SATURDAY MAY 16, 2020



SATURDAY MORNING 05/16/20 I-4WB to SR408 EB and WB Movements

New Exit is **North** of Anderson Street. Drivers will shift onto the **new WB GULs** via the crossover (yellow) and exit onto the new flyover system (blue) over Central Blvd. As drivers pass over South St. on the flyover they will make a decision to go right to SR408WB, or left to SR408EB.

On Saturday **only two lanes** of the crossover and WB GULs will be opened. As drivers pass the realigned I-4WB exit to Anderson Street (orange) which also opens Saturday morning, the two lanes of the I-4WB GULs will be reduced back to **1 lane between South Street on Ramp and the Gore Street on ramp through Monday morning** to allow for the construction of the WB GULs

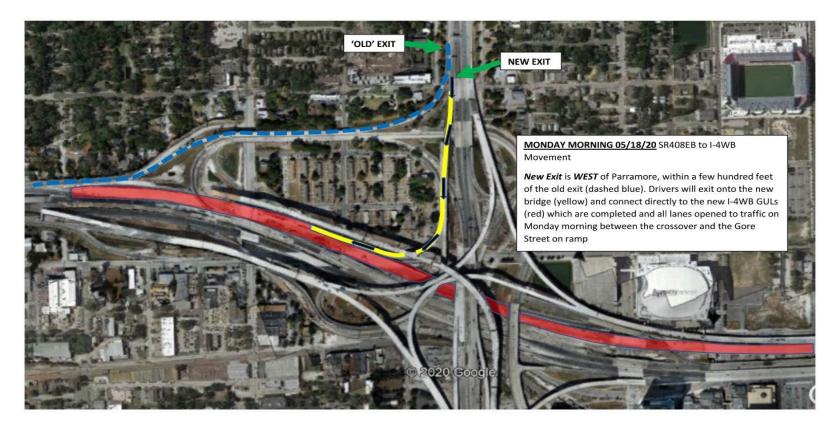
7000

I-4/SR408 RAMP UPDATE

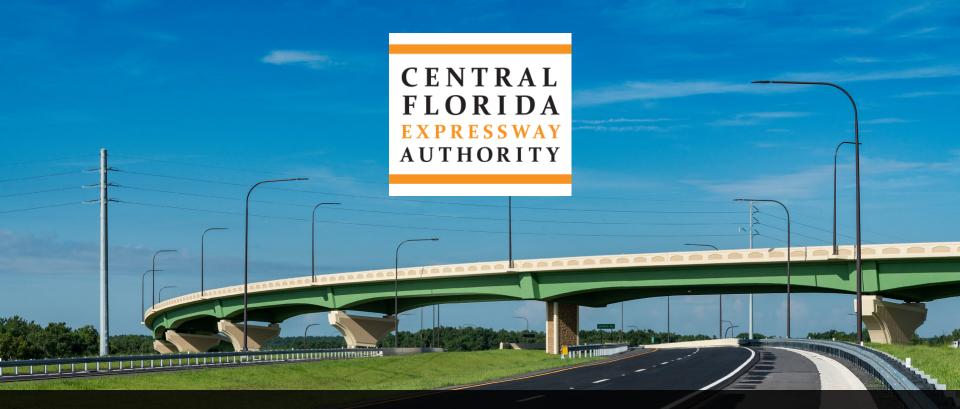
I-4 EB to SR408 – OPENING SATURDAY MAY 16, 2020



SR408 EB TO I-4 WB – OPENING MONDAY MAY 18, 2020







COVID-19 Update

— May 14, 2020 —

Priority ► Focus on Community and Social Responsibility

Beyond Traffic Messages







Priority > Build a Customer Driven Organization

Adapting To Keep Customer And Team Safe



- Extended Hours of Operation
- Visitor Toll Pass team reassigned
- Temporarily Closed Walk-in Center



- Cash Lanes Closed
- Reload Suspended
- Pay By Plate Cash Rate no fees



Priority ► Deliver on Core Values



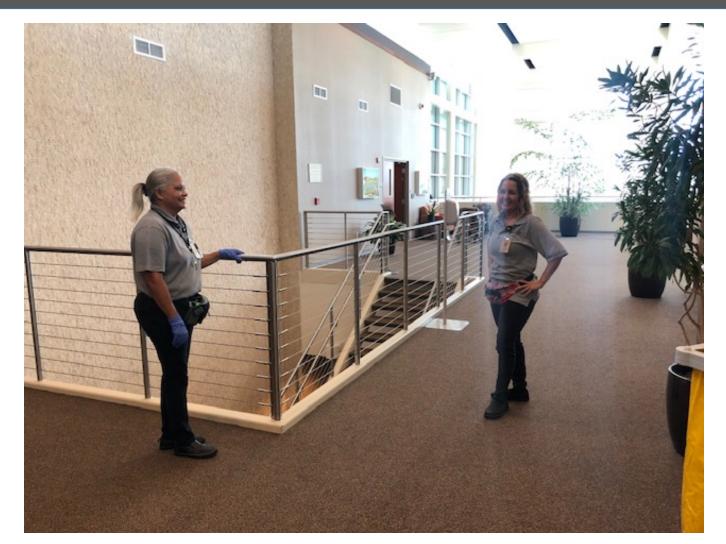


Webex Meetings



CFX Team Staying Connected

Priority ► Deliver on Core Values



Priority ► Deliver Financially Sound Practices

Managing and Monitoring

Estimated Daily Weekday Revenue Variance Year over Year

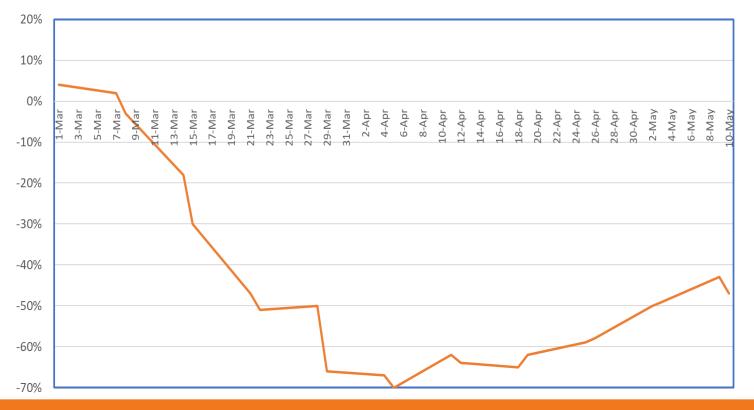


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Priority ► Deliver Financially Sound Practices

Managing and Monitoring

Estimated Daily Weekend Revenue Variance Year over Year



CENTRAL FLORIDA EXPRESSWAY

AUTHORITY

Priority 2 ► Deliver a World-Class Mobility Network

Projects Continue



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Priority ► Deliver on Core Values

Moving the Economy of the Future



FY2021-FY2025 Five-Year Work Plan





F. 2.

Environmental Stewardship Committee Appointments

Chairman Brenda Carey Seminole County	Richard Durr, Seminole County
Commissioner Brandon Arrington Osceola County	Robert Mindick, Osceola County employee
Mayor Jerry Demings Orange County	Beth Jackson, Orange County
Mayor Buddy Dyer City of Orlando	Brittany C. Seller, PHD, City of Orlando
Andria Herr Governor Appointee	Appointment pending.
Jay Madara Governor Appointee	Appointment pending.
Commissioner Sean Parks Lake County	Appointment pending.
Commissioner Curt Smith Brevard County	Jim Barfield, Brevard County
Commissioner Betsy VanderLey Orange County	See above Orange County appointment.
Governor Appointee (Vacant)	Vacant
<u> </u>	