

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOARD MEETING  
August 13, 2020  
9:00 a.m.

Meeting location: Virtual

Meeting can be viewed through Orange County TV's live stream by going to [www.ocfl.net/OrangeTV](http://www.ocfl.net/OrangeTV), 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 20-69, and as extended by Executive Orders 20-112, 20-123, 20-139, 20-150 and 20-179 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 [Public.Comment@CFXway.com](mailto:Public.Comment@CFXway.com) or by visiting the CFX Website at [CFXway.com](http://CFXway.com) and must be received by 5:00 p.m. on August 12, 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 the 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 JUNE 11, 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. MONTHLY COVID-19 FINANCIAL ASSESSMENT - *Lisa Lumbard, Chief Financial Officer* (info. item)
2. APPROVAL OF SENIOR LIEN REFUNDING REVENUE BONDS SERIES 2020A - *Lisa Lumbard, Chief Financial Officer* (action Item)

(CONTINUED ON PAGE 2)

3. CFX 2045 MASTER PLAN - *Glenn Pressimone, Chief of Infrastructure and Michelle Maikisch, Chief of Staff/Public Affairs Officer* (info. item)
4. CONSTRUCTION UPDATE – *Ben Dreiling, Director of Construction* (info. item)

## G. BOARD MEMBER COMMENT

## H. ADJOURNMENT

This meeting is open to the public.

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

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at [lrnetta.dennis@CFXway.com](mailto:lrnetta.dennis@CFXway.com) 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  
June 11, 2020

**Location:** The meeting was held virtually through Orange County TV's live stream go to [www.ocfl.net/OrangeTV](http://www.ocfl.net/OrangeTV), 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

The meeting was called to order at 9:01 a.m. by Chairman Carey.

The pledge of allegiance was led by Mr. Jay Madara.

Recording Secretary Mimi Lamaute called the roll and announced there was a quorum with all nine (9) board members present.

### Board Members Appearing Virtually:

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

### Staff Appearing Virtually:

Laura Kelley, Executive Director  
Mimi Lamaute, Recording Secretary  
Lisa Lumbard, Chief Financial Officer  
Glenn Pressimone, Chief of Infrastructure  
Michelle Maikisch, Chief of Staff/Pubic Affairs Officer  
George Coello, Manager of IT Support  
Diego "Woody" Rodriguez, General Counsel

Others Appearing Virtually:  
Hugh Miller, CDM Smith

The Chairman provided instructions for today's virtual meeting, reminders and an overview of the agenda items.

## **B. PUBLIC COMMENT**

Woody Rodriguez General Counsel stated that CFX received 72 emails with public comments by the 5:00 p.m. deadline on June 10, 2020. All the public comments received pertained to Regular Agenda Item #3, Environmental Stewardship Committee appointments. As provided in the CFX meeting notice, the emails received by the deadline were distributed to all the board members the night before the June 11<sup>th</sup> Board Meeting. Mr. Rodriguez read the emails and identified them as containing the same, similar or individual remarks.

All the public comments received by the deadline are attached hereto. They are listed below with the name provided on the email and marked with exhibits, as follows:

- Bev and Larry Lesko, **Exhibit A**
- Blue Kaufman, **Exhibit B**
- Brandon Hunter, **Exhibit C**
- Brenna Campbell, **Exhibit D**
- Brian, **Exhibit E**
- Cam Abascal, **Exhibit F**
- Carol Curry, **Exhibit G**
- Caroline Foust, **Exhibit H**
- Charles Sparks Campbell, **Exhibit I**
- Dale Yamnik, **Exhibit J**
- Dena Garcia, **Exhibit K**
- Dianna Wentink, **Exhibit L**
- Emily Lapham, **Exhibit M**
- Eric Gardze, **Exhibit N**
- Gretchen Robinson, Esq., **Exhibit O**
- Guy Norsworthy, **Exhibit P**
- Gwen Kelemen, **Exhibit Q**
- Hasina Begum **Exhibit R**
- Jacquelyn Masterski, **Exhibit S**
- James Whitfield, **Exhibit T**
- Jeff and Rebecca Field, **Exhibit U**

- Joanna Brown, **Exhibit V**
- Karen Stein, **Exhibit W**
- Kimberly Heise, **Exhibit X**
- Kimberly Krbec-Klamer, **Exhibit Y**
- Kirsi Johnson, **Exhibit Z**
- Kristin Stevens, **Exhibit AA**
- Lisa Wilkes, **Exhibit BB**
- Mary Ella (Emmy) Collins, **Exhibit CC**
- Melany Monje, **Exhibit DD**
- Melissa Brochu Parsons, **Exhibit EE**
- Melissa Campbell, **Exhibit FF**
- Michael Roman, **Exhibit GG**
- Michelle Clark, **Exhibit HH**
- Nancy Abdallah, **Exhibit II**
- Nathalie Van Turnhout, **Exhibit JJ**
- Nicole Hunter, **Exhibit KK**
- Paul E. "Indy" Little, **Exhibit LL**
- Rick Robbins, **Exhibit MM**
- Robert Hoppenfeld, **Exhibit NN**
- Robert Sena, **Exhibit OO**
- Robert Stein, **Exhibit PP**
- Robert Williamson, **Exhibit QQ**
- Ron Thuemler, **Exhibit RR**
- Russell Klette, **Exhibit SS**
- Sama Nuzuma, **Exhibit TT**
- Sean Atkinson, **Exhibit UU**
- Stacey Lane Mills, **Exhibit VV**
- Stephen Grieger, **Exhibit WW**
- Stephen Wirt, **Exhibit XX**
- Terise Robers, **Exhibit YY**
- Terry Godbey, **Exhibit ZZ**
- Tina Ragan McElyea, **Exhibit AAA**
- Tom Ostrowski, **Exhibit BBB**
- Tracey Benson, **Exhibit CCC**
- Uday Katravulapalli, **Exhibit DDD**
- Valerie Davis, **Exhibit EEE**
- Victoria Gould, **Exhibit FFF**
- Vincent Marcucci, **Exhibit GGG**

- William Beard, **Exhibit HHH**
- Yvonne Alexander, **Exhibit III**
- Ariel Hartney, **Exhibit JJJ**
- Bonnie and William Fraser, **Exhibit KKK**
- Leigh, **Exhibit LLL**
- Mary A Nesler, **Exhibit MMM**
- R. Ryan Morris, **Exhibit NNN**
- David Wegman, **Exhibit OOO**
- Junior McGovern, **Exhibit PPP**
- Kathleen F. Fitzgerald, **Exhibit QQQ**
- Patricia L. Wagner, **Exhibit RRR**
- Rita M. Sodus, **Exhibit SSS**
- Bob Turner, **Exhibit TTT**

**C. APPROVAL OF MEETING MINUTES**

A motion was made by Commissioner VanderLey and seconded by Commissioner Parks to approve the May 14, 2020 Board Meeting Minutes, May 14, 2020 Board Workshop Minutes and May 28, 2020 Board Workshop Minutes as presented. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

**D. APPROVAL OF AMENDED CONSENT AGENDA**

The Amended Consent Agenda was presented for approval.

**ADMINISTRATIVE SERVICES**

1. Approval of the following appointment:
  - a. Operations Committee Reappointment – Mark Meyer (Jay Madara's Appointment)

**CONSTRUCTION**

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

|   |    |            |
|---|----|------------|
| a. Project 417-134 Hubbard Construction Co. | \$ | 57,208.62  |
| b. Project 528-747 Hubbard Construction Co. | \$ | 148,450.65 |
3. Approval of Supplemental Agreement No. 1 with Elipsis Engineering & Consulting, LLC for Systemwide Construction Engineering and Inspection Services, Contract No. 001368 (Agreement Value: \$1,200,000.00)

## ENGINEERING

4. Authorization of Mitigation Credit Purchases with Southport Ranch Mitigation Bank, LLC for Projects 417-141 and 417-412 (Agreement Value: not-to-exceed \$290,000.00)
5. Approval of Supplemental Agreement No. 2 with Parsons Transportation Group, Inc. for Design Consultant Services for SR 429 Widening from Florida's Turnpike to West Road, Project 429-152, Contract No. 001395 (Agreement Value: \$2,061,383.23)
6. Approval of Supplemental Agreement No. 3 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414, Project 429-153, Contract No. 001396 (Agreement Value: \$663,330.37)
7. Approval of Contract Award to RS&H, Inc. for Project Development and Environment (PD&E) Study for the Northeast Connector Expressway Phase 1, Project 599-228, Contract No. 001546 (Agreement Value: \$940,000.00)
8. Approval of Contract Award to TLP Engineering Consultants, Inc. for Design Consultant Services for SR 408 Tampa Avenue Interchange, Project 408-315, Contract No. 001617 (Agreement Value: not-to-exceed \$5,600,000.00)
9. Approval of Contract Award to Wantman Group, Inc. for Design Consultant Services for Poinciana Parkway Extension Segment 1, Project 538-234, Contract No. 001647 (Agreement Value: not-to-exceed \$5,750,000.00)
10. Approval of Contract Award to GAI Consultant, Inc. for Design Consultant Services for Poinciana Parkway Extension Segment 2, Project 538-235, Contract No. 001648 (Agreement Value: not-to-exceed \$6,200,000.00)
11. Award of Contract to Kimley-Horn and Associates, Inc. for Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Project 538-235A, Contract No. 001649 (Agreement Value: not-to-exceed \$3,700,000.00)

## LEGAL

12. Approval of Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and the Central Florida Expressway Authority, Project 538-165
13. Approval of Joint Participation Agreement Between Osceola County and the Central Florida Expressway Authority for CR 532 (Osceola- Polk County Line Road) Widening from Old Lake Wilson Road to US 17/92, Project No. 538-235

MAINTENANCE

14. Approval of First Contract Renewal with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services, Contract No. 001432 (Agreement Value: not-to-exceed \$320,000.00)
15. Authorization to Execute a Maintenance Agreement with Vertiv Corporation for Preventive Air Conditioning Services, Contract No. 001696 (Agreement Value: \$62,190.00)

TECHNOLOGY/TOLL OPERATIONS

16. Approval of Purchase Order to Avaya for CFX Voice Messaging and Call Center Telephone Maintenance and Support Service (Agreement Value: not-to-exceed \$60,562.98)
17. Approval of Contract Award to AllianceOne Receivables Management, Inc. a wholly owned subsidiary of Teleperformance for CFX Customer Service Operations, Contract No. 001653 (Agreement Value: \$87,170,217.64)
18. Approval of Contract Award to inContact, Inc. d/b/a NICE – inContact for Contact Center as a Service (CCaaS) Platforms, Contract No. 001665 (Agreement Value: \$593,900.00)
19. Approval of Supplemental Agreement No. 1 with ISF, Inc. for Management Consulting Services, Contract No. 001627 (Agreement Value: \$424,000.00)

TRAFFIC OPERATIONS

20. Approval of Contract Award to SICE, Inc. for Wrong Way Driving Deployment, Project 599-526C, Contract No. 001683 (Agreement Value: \$4,205,688.65)

Commissioner VanderLey requested that Items #3, #6 and #8 be pulled for separate consideration. She abstained from voting on these items due to a conflict of interest with DRMP, Inc. (Form 8B, Memorandum of Voting Conflict Form is attached as **Exhibit "UUU"**).

**A motion was made by Mayor Dyer and seconded by Commissioner VanderLey to approve the Consent Agenda except for items #3, #6 and #8. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.**

**A motion was made by Mayor Dyer and seconded by Commissioner Arrington to approve Consent Agenda items #3, #6 and #8. The motion carried unanimously with eight (8) board members voting AYE by voice vote. Commissioner VanderLey abstained from voting.**

## E. REPORTS

### 1. CHAIRMAN'S REPORT

Chairman Carey reported on the following:

- Her sincere gratitude to every CFX staff member, consultant and contractor for their willingness to do what it takes to keep this agency moving forward. Your efforts have not gone unnoticed.
- She is confident that because of these efforts CFX is well positioned to continue to meet the mobility needs of the community as Central Florida moves into full Phase 2 and reopens for business.
- There has been an uptick on traffic, a report will follow later in the meeting.
- As a reminder there will not be a CFX Board meeting in July. The next scheduled meeting is August 13<sup>th</sup>.

### 2. TREASURER'S REPORT

Commissioner VanderLey reported that as of April, CFX toll revenues year-to-date were \$388,903,268 which is 2.9% under projections and 1.1% under prior year.

Total Operations, Maintenance and Administration expenses were \$70.0 million year-to-date which is 6.6% 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 toll attendants returned to the lanes on June 1, Reload Lanes are open, and traffic is steadily climbing throughout the system. CFX headquarters will soon reopen.
- KnightPass wrap on the toll booths at University and Dean Road plazas;
- The contract award for the staffing of the CFX call center. Jim Greer, Chief of Technology/Operations described the journey leading up to this procurement and the contract award to AllianceOne Receivables Management, Inc.

## F. REGULAR AGENDA ITEMS

### 1. MONTHLY COVID-19 FINANCIAL ASSESSMENT

Lisa Lumbard Chief Financial Officer explained how CFX's revenue and expenses are tracking as a result of COVID-19, because of the real time information provided some of the amounts are estimates and not the final



numbers. She detailed the following: revenue variance over prior year; COVID impact by month; CFX strengths; construction projects approved to be paid out of the construction fund as of June 2020 and estimated budget vs actual. Although there will not be a July board meeting, the report for the month of July will still be provided to board members.

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

**2. BUDGET - FY 2021 OPERATIONS, MAINTENANCE & ADMINISTRATION AND FY 2021-FY 2025 FIVE-YEAR WORK PLAN**

Lisa Lombard Chief Financial Officer detailed the FY 2021 Operations, Maintenance & Administration Budget.

Chief of Infrastructure, Glenn Pressimone detailed the FY 2021 through FY 2025 Five-Year Work.

Ms. Lombard announced that the FY 2021 through FY 2025 Five-Year Work that Mr. Pressimone presented is fully fundable.

The Operations, Maintenance & Administration and Work Plan budgets were presented for approval based on the directions received from the Board at the May 28, 2020 Board Workshop. Also, presented for approval was the Goldenrod Road Extension Budget, CFX's non-system road.

A motion was made by Mr. Madara and seconded by Commissioner VanderLey to approve the Budget for Fiscal Year 2021 Operations, Maintenance and Administration and Fiscal Years 2021-2025 Five-Year Work Plan. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

**3. ENVIRONMENTAL STEWARDSHIP COMMITTEE BOARD APPOINTMENTS**

Chairman Carey announced there are two nominations for appointments to the Environmental Stewardship Committee, Mr. Tim Sallin and Mr. Charles Lee. Commissioner Parks described Mr. Sallin's aptitudes and Ms. Herr described Mr. Lee's aptitudes.

A motion was made by Mayor Dyer and seconded by Commissioner Parks to appoint Mr. Tim Sallin and Mr. Charles Lee to the Environmental Stewardship Committee. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

*The following items were taken out of order due to technical difficulties.*

#### 5. E-PASS PRODUCT ENHANCEMENTS

Michelle Maikisch Chief of Staff/Public Affairs Officer shared a few initiatives that CFX has have been working on that enhances its customer first approach as part of CFX's strategic plan.

Ms. Maikisch announced that CFX has been exploring the rebranding of its E-PASS and E-PASS Xtra transponders. She introduced the Uni which is short for Universal, a multistate transponder. CFX will be phasing out of the E-PASS Portable but it will continue to work for current users. CFX will now only have one portable transponder, the Uni, which can be moved from car to car.

Ms. Maikisch also announced that CFX products can be purchased on Amazon.

The Board asked questions, which were answered by Ms. Maikisch.

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

#### 4. E-PASS APP ENHANCEMENT

Jim Greer Chief of Technology/Operations stated that CFX's E-PASS mobile application was originally launched in July 2019. The first major feature release was in April and focuses on Pay By Plate users. Mr. Greer described the user experience, special offer to convert to E-PASS and the benefits to the customer.

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

#### G. BOARD MEMBER COMMENT

The following board members commented:

- Mr. Madara;
- Commissioner Smith; and
- Chairman Carey.

**H. ADJOURNMENT**

Chairman Carey adjourned the meeting at 10:18 a.m.

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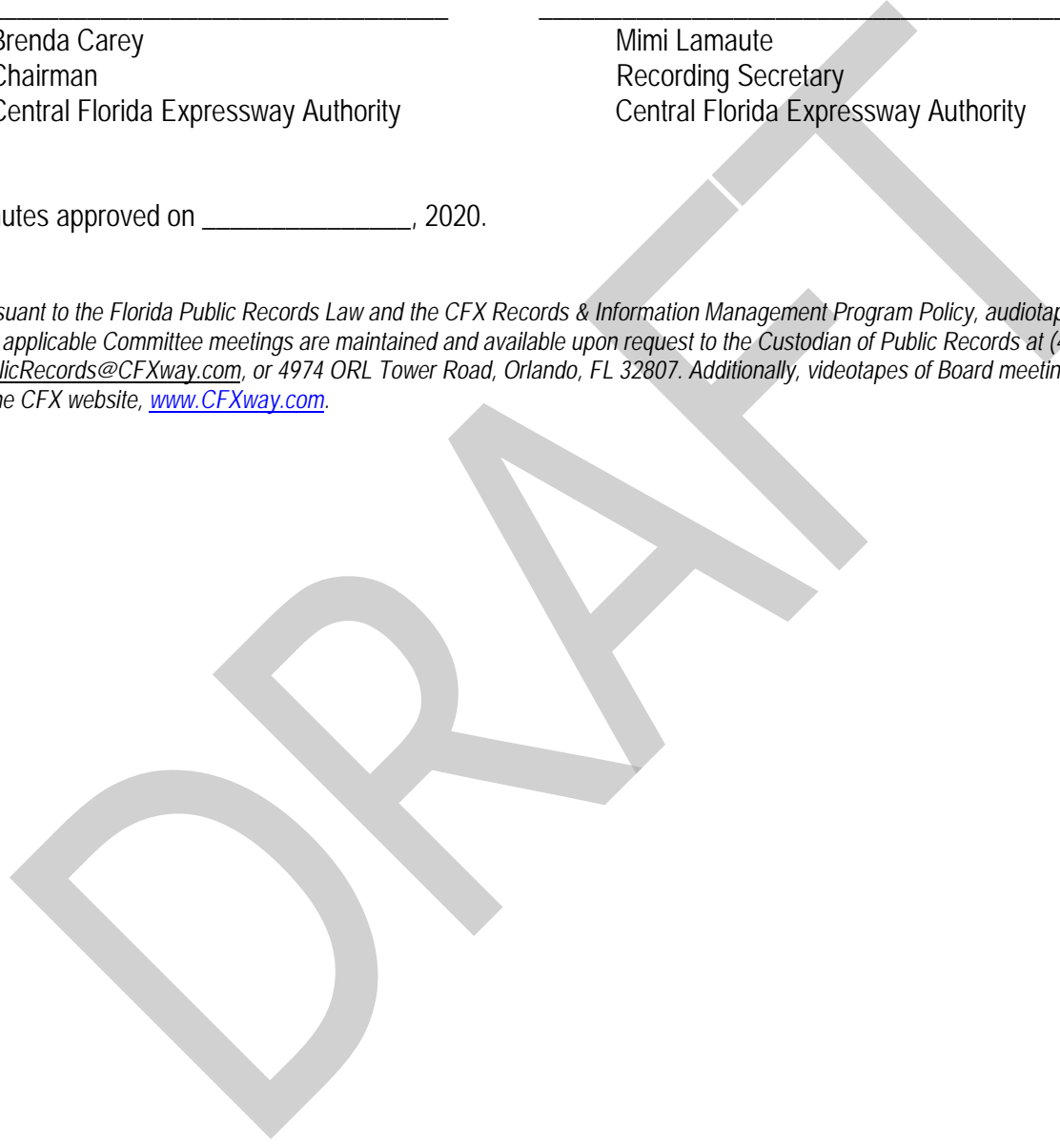
Brenda Carey  
Chairman  
Central Florida Expressway Authority

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Mimi Lamaute  
Recording Secretary  
Central Florida Expressway Authority

Minutes approved on \_\_\_\_\_, 2020.

*Pursuant to the Florida Public Records Law and the CFX Records & Information Management Program Policy, audiotapes of all Board and applicable Committee meetings are maintained and available upon request to the Custodian of Public Records at (407) 690-5326, [PublicRecords@CFXway.com](mailto:PublicRecords@CFXway.com), or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, videotapes of Board meetings are available at the CFX website, [www.CFXway.com](http://www.CFXway.com).*



## Mimi Lamaute

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**From:** beverly\_lesko@agilent.com  
**Sent:** Wednesday, June 10, 2020 3:09 PM  
**To:** Public.comment@cfxway.com  
**Cc:** beverly\_lesko@agilent.com  
**Subject:** Charles Lee should not be appointed to the Environmental Stewardship Committee

"We strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He is the opposite of environmental stewardship. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house". Charles Lee's past actions indicate that he has a conflict of interest.

<<https://www.csmonitor.com/1989/0412/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Bev and Larry Lesko  
Bellanona Estates  
Orlando, FL

## Mimi Lamaute

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**From:** Blue Kaufman <blue.kaufman2@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:53 PM  
**To:** Public.comment@cfxway.com  
**Subject:** This is not environmental stewardship--step up

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be "putting the fox in charge of the guarding the hen house.

Blue Kaufman  
5871 SW 112 Way cooper city florida 33330

## Mimi Lamaute

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**From:** Brandon Hunter <bh447751@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:08 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Do not appoint Charles Lee to the committee!

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Thanks,  
Brandon

## Mimi Lamaute

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**From:** Brenna Campbell <brennacampbell0699@gmail.com>  
**Sent:** Wednesday, June 10, 2020 2:47 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Public Hearing 6/11/2020: Public Comment on Stewardship

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/a.../20151005/BUSINESS/812025431>

PLEASE reconsider your appointment of Mr. Lee.

Thank you..

Brenna Campbell

5808 Lake Melrose Drive

Orlando, FL 32829

**Mimi Lamaute**

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**From:** BPNorth <patbrima@cfl.rr.com>  
**Sent:** Wednesday, June 10, 2020 3:48 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee - Environmental Stewardship Committee

Hello,

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house. <<https://www.csmonitor.com/1989/0412/arift.html>> <<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Concerned,

Brian



**Mimi Lamaute**

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**From:** Cam Abascal <cam.abascal@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:51 PM  
**To:** Public.comment@cfxway.com  
**Subject:** NO to Charles Lee NO

DO NOT appoint him to stewardship. Absolutely the wrong person for this job in regards to Split Oak.

Longtime resident of the area,  
Cam Abascal  
FL Licensed Building Contractor CBC1260949

## Mimi Lamaute

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**From:** Carol Curry <cjcurry15@hotmail.com>  
**Sent:** Wednesday, June 10, 2020 3:03 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee...NO!

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”

<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>

## Mimi Lamaute

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**From:** Caroline <foustmeansfist@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:34 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Outcry from the public

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation.

He firmly advocates sacrificing a meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community.

Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house.

It's time we out our foot down and are heard for protecting the little bit of "Florida" we have left.

Caroline Foust  
1083 E Lakeshore Blvd  
Kissimmee, FL 34744

## Mimi Lamaute

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**From:** Sparks Campbell <heycampbells@gmail.com>  
**Sent:** Wednesday, June 10, 2020 2:49 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Public Hearing 6/11/2020: Stewardship Appointment

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/a.../20151005/BUSINESS/812025431>

PLEASE reconsider your appointment of Mr. Lee.

Thank you..

Charles Campbell

5808 Lake Melrose Drive

Orlando, FL 32829

**Mimi Lamaute**

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**From:** Dale Yamnik <dale.yamnik@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:50 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Opposition to appointment of Charles Lee to the Environmental Stewardship Board

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”  
<https://www.csmonitor.com/1989/0412/arift.html>  
<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>

Thanks,  
Dale Yamnik  
3590 Buckingham Way,  
St Cloud, FL 34772

## Mimi Lamaute

---

**From:** mittens1120 <mittens1120@aol.com>  
**Sent:** Wednesday, June 10, 2020 3:38 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Dena Garcia

## Mimi Lamaute

---

**From:** Dianna Wentink <dw18hpc@icloud.com>  
**Sent:** Wednesday, June 10, 2020 3:23 PM  
**To:** Public.comment@cfxway.com  
**Subject:** No to appointment of Charles Lee

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Dianna Wentink

**Mimi Lamaute**

---

**From:** EM 49k <e\_eade@hotmail.com>  
**Sent:** Wednesday, June 10, 2020 4:00 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Environmental Stewardship Committee appointment

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years.

<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.csmonitor.com%2F1989%2F0412%2Farifit.html&data=01%7C01%7CPublic.Comment%40CFXway.com%7C55ecf6ac4fb94658365d08d80d78d5be%7Cfdb3d149830c485da60fc3ce704d58%7C1&sd=Qt64%2BvqK4lZas30w98kEUbPr5qMcEj2tL1HV1CXA38%3D&reserved=0>>

<<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.palmbeachpost.com%2Farticle%2F20151005%2FBUSINESS%2F812025431&data=01%7C01%7CPublic.Comment%40CFXway.com%7C55ecf6ac4fb94658365d08d80d78d5be%7Cfdb3d149830c485da60fc3ce704d58%7C1&sd=LBxKKV%2F3thZsXerieADAhZwRehyy%2FolLjkIrxew4RB0%3D&reserved=0>>

Appointing him to the Environmental Stewardship Committee ensures the waste of all tax payers money (including mine) already spent on the Split Oak land.

Emily Lapham  
1621 Ferris Ave.  
Orlando FL 32803  
407-579-2414



## Mimi Lamaute

---

**From:** Eric Gardze <egardze@cfl.rr.com>  
**Sent:** Wednesday, June 10, 2020 3:18 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Environmental Stewardship Committee.

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/04/12/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Sent from my iPhone

**Mimi Lamaute**

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**From:** Pallas0214 . <pallas77gr@gmail.com>  
**Sent:** Wednesday, June 10, 2020 2:47 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Appointment of Charles Lee to Environmental Stewardship Committee

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing the meticulously-conserved Osceola County portion of this preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>

Sincerely,  
Gretchen Robinson, Esq.  
Secretary  
Friends of Split Oak Forest

**Mimi Lamaute**

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**From:** Guy Norsworthy <guynorsworthy@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 4:45 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Protecting Split Oak

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers. He is no friend to conservation and seems not to care about strain over development is putting on environmentally sensitive areas. His appointment is like hiring a fox to guard a hen house. Thank you.

[Sent from Yahoo Mail for iPhone](#)

Mimi Lamaute

From: gwenkelemen <gwenkelemen@yahoo.com>  
Sent: Wednesday, June 10, 2020 3:50 PM  
To: Public.comment@cfxway.com  
Subject: Split Oak Forest

As a Friend of Split Oak, I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation.

He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community.

The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be "putting the fox in charge of the guarding the hen house."

[https://www.csmonitor.com/1989/0412/arift.html](https://l.facebook.com/l.php?u=https%3A%2F%2Fwww.csmonitor.com%2F1989%2F0412%2Farift.html%3Ffbclid%3DIwAR2-SojxMGjQIJy091toOfG5rzTQboEer4hz4mhYXOKVd2lctN2vI1h9DeY&h=AT1azlZYx4-V88kYz8OYmZV9GWSmWwZ5cujrrxWt34E55CsOH1tzkn7\_\_jOZcYQ\_ZmQxDzHTMBI2uBFdf0S3vSy0qljHKYWBISMLuyi7JtPBxjc3SnO\_Bk6fGKFPwM0NbSc)

[https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431](https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431?fbclid=IwAR1zqjPhPqkrkn-MG3zegnv1Blld-4OmLzpiBr3VSJCZ5DoTUCI0Ot592kA) <<

[Central Florida Expressway Authority](https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfmU4pdv2fGkdtzmL5Bk\_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX\_9Sd0LI3mZ5WakxQ2yJQ8zUOdi8b7TsCNBgZTAdkHGnvnu3Ins)

[The Central Florida Expressway Authority is responsible for construction, maintenance and operation of toll roads in four counties of Greater Orlando.](https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfmU4pdv2fGkdtzmL5Bk\_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX\_9Sd0LI3mZ5WakxQ2yJQ8zUOdi8b7TsCNBgZTAdkHGnvnu3Ins)

[cfxway.com](https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfmU4pdv2fGkdtzmL5Bk\_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX\_9Sd0LI3mZ5WakxQ2yJQ8zUOdi8b7TsCNBgZTAdkHGnvnu3Ins)

Thank you-  
Gwen Kelemen  
636-667-9484

Sent from my Sprint Samsung Galaxy S9.

**Mimi Lamaute**

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**From:** Hasina Begum <hasinabegum034@gmail.com>  
**Sent:** Wednesday, June 10, 2020 2:53 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Objecting the appointment of Charles Lee

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

Thank you,  
HB

**Mimi Lamaute**

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**From:** jacquelyn masterski <jacquem007@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 4:25 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Fw: Charles Lee

----- Forwarded Message -----

**From:** jacquelyn masterski <jacquem007@yahoo.com>  
**To:** comment@CFXway.com <comment@cfxway.com>  
**Sent:** Wednesday, June 10, 2020, 04:23:14 PM EDT  
**Subject:** Charles Lee

Mitigated land should NOT be stolen for development of roads or buildings. Split Oak MUST BE KEPT INTACT! I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of a meticulously-conserved preserve. for 1500 acres of degraded, unsuitable or detached land. Many years of labor (blood, sweat and tears) went into making this property suitable for native flora and fauna. This is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community.

Thank you,  
Jacquelyn Masterski  
2510 Heritage Drive  
Titusville, FL 32780  
407/670-5438

## Mimi Lamaute

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**From:** James Whitfield <buddysnature@hotmail.com>  
**Sent:** Wednesday, June 10, 2020 3:30 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles lee

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Thanks,

Get [Outlook for Android](#)

## Mimi Lamaute

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**From:** Rebecca field <flatnutz406@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 3:41 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Split oak appointee

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.

<<https://www.csmonitor.com/1989/0412/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>”

Thank you,  
Jeff and Rebecca Field



**Mimi Lamaute**

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**From:** Joanna Brown <joannasmiles@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:57 PM  
**To:** Public.comment@cfxway.com  
**Subject:** objection

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. Appointing him to the Environmental Stewardship Committee would be wrong.

-Joanna B Orange county resident

## Mimi Lamaute

---

**From:** Karen Stein <karenmdstein@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:23 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee Nomination to Environmental Stewardship Committee

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>

Sincerely,

Karen Stein  
4707 Mesa Verde Dr  
St Cloud, FL 34769

**Mimi Lamaute**

---

**From:** Kimberly Heise <kimheise90@gmail.com>  
**Sent:** Wednesday, June 10, 2020 5:00 PM  
**To:** Public.comment@cfxway.com  
**Subject:** NO to Charles Lee

DO NOT APPOINT LEE

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be "putting the fox in charge of the guarding the hen house."

Thank you

Best,  
Kim Heise

--

~Kim Heise  
[561-901-1923](tel:561-901-1923)  
[kimheise90@gmail.com](mailto:kimheise90@gmail.com)  
[kimheise.com](http://kimheise.com)

**Mimi Lamaute**

---

**From:** KIMBERLY KRBEC-KLAMER <lukycharm070@aol.com>  
**Sent:** Wednesday, June 10, 2020 3:14 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.

Kim

Sent from my iPhone

**Mimi Lamaute**

---

**From:** Kirsi Johnson <kirsijohnson@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:16 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Objection to the appointment of Charles Lee, Environmental Stewardship Committee

**I strongly object to the appointment of Charles Lee** due to his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project.

For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>

Sincerely, a concerned citizen and native of Florida,

Kirsi M. Johnson

**Mimi Lamaute**

---

**From:** Kristin Stevens <ms.kristinstevens@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:05 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Urgent Objection!

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>”

Thanks,

Kristin

--  
Kristin Stevens  
321.662.2745

## Mimi Lamaute

---

**From:** Lisa Wilkes <lisalisa88@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:15 PM  
**To:** Public.comment@cfxway.com

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.

## Mimi Lamaute

---

**From:** Emmy Collins <ecollins@odysseycreative.com>  
**Sent:** Wednesday, June 10, 2020 3:04 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Against Charles Lee's appointment

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house. <<https://www.csmonitor.com/1989/0412/arift.html>> <<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

MaryElla (Emmy) Collins  
Odyssey Creative LLC  
407 592-8894  
392 N Glenwood Ave  
Orlando FL 32803  
emmy@odysseycreative.com



**Mimi Lamaute**

---

**From:** Melany monje <melanymonje89@gmail.com>  
**Sent:** Wednesday, June 10, 2020 2:58 PM  
**To:** Public.comment@cfxway.com  
**Subject:** split oak

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>”

Thanks,  
melany

## Mimi Lamaute

---

**From:** Melissa Brochu Parsons <melissa.brochu@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:07 PM  
**To:** Public.comment@cfxway.com  
**Subject:** I strongly object

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>”

**Mimi Lamaute**

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**From:** Melissa Campbell <melrosemommc@gmail.com>  
**Sent:** Wednesday, June 10, 2020 2:46 PM  
**To:** Public.comment@cfxway.com  
**Subject:** CFX: Board Meeting 6/11/2020: Stewardship Appointment

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be "putting the fox in charge of the guarding the hen house."

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/a.../20151005/BUSINESS/812025431>

PLEASE reconsider your appointment of Mr. Lee.

Thank you..

Melissa Campbell

5808 Lake Melrose Drive

Orlando, FL 32829

**Mimi Lamaute**

---

**From:** Michael Roman <romanseminole@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:00 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Comment for Split Oak

To Whom It May Concern,

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would be an obvious conflict of interest and should not be done.

--  
Michael Roman  
407.538.6638

**Mimi Lamaute**

---

**From:** Michelle Clark <micaelalo@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 3:38 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Attention CFX BOARD

Attention CFX Board,

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house.

<<https://www.csmonitor.com/1989/04/12/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Michelle Clark  
Sent from my iPad

**Mimi Lamaute**

---

**From:** Nancy Abdallah <abdallan2001@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 3:58 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Split Oak

Dear committee.....I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house.

<<https://www.csmonitor.com/1989/0412/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Thank you for attending to my email. Nancy Abdallah

Sent from my iPhone

**Mimi Lamaute**

---

**From:** Nathalie Van Turnhout <n.vanturnhout@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:44 PM  
**To:** Public.comment@cfxway.com  
**Subject:** No Charles Lee in the Environmental Stewardship Committee

Dear madam, sir,

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community.

The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”

<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.csmonitor.com%2F1989%2F0412%2Farift.html&data=01%7C01%7CPublic.Comment%40cfxway.com%7Cd05b3a4e1e2d4d09cae408d80d769f24%7Cfdb3d149830c485da60fcaf3ce704d58%7C1&data=6pt94Djdzv9cRLEV6yuLIQJNqCvZSNJT8WdwbfxLLOA%3D&reserved=0>

<https://gcc01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.palmbeachpost.com%2Farticle%2F20151005%2FBUSINESS%2F812025431&data=01%7C01%7CPublic.Comment%40cfxway.com%7Cd05b3a4e1e2d4d09cae408d80d769f24%7Cfdb3d149830c485da60fcaf3ce704d58%7C1&data=arc3jR5mC6gXkGfoFEQb9%2F8efSH3oQ4X09RvnY8ooUo%3D&reserved=0>

I trust that you will make the right decisions on this subject,

Nathalie Van Turnhout  
Kissimmee

**Mimi Lamaute**

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**From:** Nikki Hunter <nixmail613@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 3:05 PM  
**To:** Public.comment@cfxway.com  
**Subject:** No! To Charles Lee

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Thanks,

Nicole Hunter

[Sent from Yahoo Mail on Android](#)



## Mimi Lamaute

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**From:** Paul INDY Little <indy\_little@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 3:05 PM  
**To:** Public.comment@cfxway.com  
**Subject:** I oppose Charles Lee to office

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously conserved preserve for 1500 acres of degraded, unsuitable or detached land to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”

<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>”

Sincerely, Paul E. “Indy” Little

[Sent from Yahoo Mail for iPhone](#)

**Mimi Lamaute**

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**From:** Rick Robbins <pangaea505@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:52 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Environmental Stewardship Committee Appointment

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.

Rick Robbins  
Micanopy, Florida

**Mimi Lamaute**

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**From:** Robert Hoppenfeld <hoppenfeld@hotmail.com>  
**Sent:** Wednesday, June 10, 2020 4:31 PM  
**To:** Public.comment@cfxway.com  
**Cc:** Valerie; suzarnold@mindspring.com  
**Subject:** Objecting Charles Lee

To whom it may concern,

I am in agreement with many of my neighbors with strongly objecting the appointment of Charles Lee. I have recently read up on his ugly history of development instead of environmental protection and stewardship.

Corrected link for statement below, which you have probably received a few of:  
<https://www.csmonitor.com/1989/0412/arift.html>

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house.

Thank you,

Robert Hoppenfeld

**Mimi Lamaute**

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**From:** Robert Sena <robs32812@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 3:55 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Proposal to appoint Charles Lee to the Environmental Stewardship Committee

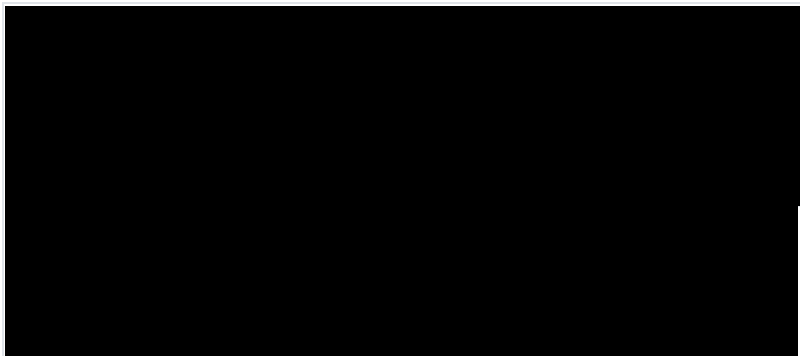
I strongly object to the appointment of Charles Lee to the CFX Environmental Stewardship Committee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community.

The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house. [Environmentalists Debate Tactics. Hard-line activists reject the compromises negotiated by traditional organizations. FLORIDA](#)



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[Audubon Florida neutral on Sabal Trail pipeline, support was in error](#)



Turtles bask along the Suwannee River, where a proposed pipeline could run underground. Audubon Florida does not ...

Robert Sena  
Belle Isle, Florida

**Mimi Lamaute**

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**From:** Bob Stein <bobstein0523@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:18 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee Nomination to Environmental Stewardship Committee

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>

Sincerely,

Robert Stein  
4707 Mesa Verde Dr  
St Cloud, FL 34769

**Mimi Lamaute**

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**From:** bobbyfusion <bobbyfusion@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 4:17 PM  
**To:** Public.comment@cfxway.com  
**Cc:** rwilliamson@aquascapescfl.com

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community.

Sincerely,

Robert Williamson  
Owner / AquascapesCFL  
[www.AquascapesCFL.com](http://www.AquascapesCFL.com)

## Mimi Lamaute

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**From:** ron thuemler <math@tampabay.rr.com>  
**Sent:** Wednesday, June 10, 2020 4:04 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Appointment of Charles Lee

I am sending this to say that I strongly object to the appointment of Mr. Charles Lee due to his on-going history of supporting compromise with developers, first and foremost, rather than supporting policies that prevent environmental exploitation.

He always advocates for sacrificing a portion of a meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community.

The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be putting the fox in charge of the hen house. I strongly encourage you not to appoint Mr. Lee.

Thanks for reading this.

Respectfully,

Ron Thuemler  
Email: math@tampabay.rr.com

<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>

<https://www.csmonitor.com/1989/0412/arift.html>

**Mimi Lamaute**

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**From:** Russell Klette <klette.russ@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:44 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Appointment of Charles Lee to the Environmental Stewardship Committee

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. Appointing him to the Environmental Stewardship Committee would in effect be putting the fox in charge of the guarding the hen house.

Thanks,

Russell Klette  
I sent this email from my iPhone



**Mimi Lamaute**

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**From:** Sama Nuzuma <snuzuma@gmail.com>  
**Sent:** Wednesday, June 10, 2020 2:56 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Objecting the appointment of Charles Lee

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

Thank you,  
Sama Nuzuma  
--  
Sama Nuzuma

**Mimi Lamaute**

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**From:** Sean Atkinson <sean@immediatetech.net>  
**Sent:** Wednesday, June 10, 2020 3:41 PM  
**To:** Public.comment@cfxway.com  
**Cc:** Valerie Anderson  
**Subject:** Charles Lee ? IS THIS A JOKE?

**Importance:** High

How do you even consider this? I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>

Sincerely,  
Sean Atkinson  
Immediate Tech Support  
[sean@immediatetech.net](mailto:sean@immediatetech.net)  
[\(954\) 394-4828](tel:(954)394-4828)

## Mimi Lamaute

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**From:** Stacey Lane Mills <staceymills@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:16 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>

Thank you,  
Stacey Mills  
10343 Mallard Landings Way, Orlando, FL 32832

**Mimi Lamaute**

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**From:** Steve Grieger <sgriegermail@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:43 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Input on Split Oak

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>

As a 40+ year resident of central Florida please please due your due diligence on this. There's only so much land left to protect. Once it's developed it's gone.

I'm an outdoor enthusiast and also a business owner. While growth tends to be generally good for business the expense of loosing our untouched beauty is still a loss for all. What does it profit a man to gain the whole world but lose his soul? A verse I cherish and refer to often for perspective on a lot of things. We don't want to lose this piece or other environmental pieces of our soul!

Best regards,  
Stephen Grieger

**Mimi Lamaute**

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**From:** stephen wirt <stephenwirt@hotmail.com>  
**Sent:** Wednesday, June 10, 2020 3:17 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Split Oak

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Please keep Charles Lee out of the Split Oak committee.

Sent from my iPhone

**Mimi Lamaute**

---

**From:** Terise Robers <msteri1105@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:30 PM  
**To:** Public.comment@cfxway.com  
**Subject:** DO NOT appoint Charles Lee to Environmental Stewardship Committee!!

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house. <<https://www.csmonitor.com/1989/0412/arift.html>> <<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Terise Robers  
12813 Broleman Rd  
Orlando  
32832

**Mimi Lamaute**

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**From:** Terry Godbey <terrygodbey@yahoo.com>  
**Sent:** Wednesday, June 10, 2020 2:59 PM  
**To:** Public.comment@cfxway.com  
**Subject:** I strenuously object to Charles Lee's appointment

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."

<<https://www.csmonitor.com/1989/0412/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Terry Godbey  
407-415-5244

**From:** T. M. <mcelyea.tina@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:36 PM  
**To:** Public.comment@cfxway.com  
**Subject:** re: objection to Charles Lee's appointment to the Environmental Stewardship Committee

I **strongly object** to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable, or detached land, which is a numbers game to appease the developers of this project. For this reason, he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house".

**Tina Ragan McElyea**  
**1535 Williams Dr.**  
**Winter Park, FL 32789**



**Mimi Lamaute**

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**From:** Thomas Ostrowski <tomoski@verizon.net>  
**Sent:** Wednesday, June 10, 2020 3:47 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee not the right person for the job when the preservation of Florida Flora and Fauna are at risk.

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house.

<<https://www.csmonitor.com/1989/0412/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Thank you for your consideration in this matter.

Tom Ostrowski

**Mimi Lamaute**

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**From:** Tracey <tab16@cfl.rr.com>  
**Sent:** Wednesday, June 10, 2020 4:44 PM  
**To:** Public.comment@cfxway.com  
**Cc:** Valerie Anderson  
**Subject:** Split Oak Belongs to The People of Florida!!

Hello,

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house.

<<https://www.csmonitor.com/1989/0412/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>

Thanks,  
Tracey Benson  
Ormond Beach, FL

Sent from my iPhone

**Mimi Lamaute**

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**From:** Uday Katravulapalli <speedyjedi@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:12 PM  
**To:** Public.comment@cfxway.com

Good afternoon,

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house. <<https://www.csmonitor.com/1989/0412/arift.html>> <<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

**Mimi Lamaute**

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**From:** Valerie Davis <vdavis16@hotmail.com>  
**Sent:** Wednesday, June 10, 2020 3:53 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Environmental Stewardship Committee appointment

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

Please appoint another candidate to the ESC whose values are more in alignment with the mission of committee.

Kind regards,

Valerie Davis  
233 Goldenrain Drive  
Celebration, FL 34747

Mimi Lamaute

From: Victoria Gould <victorialyne.avila@gmail.com>  
Sent: Wednesday, June 10, 2020 3:23 PM  
To: Public.comment@cfxway.com  
Subject: Split Oak

Good afternoon,

Friends of Split Oak strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be “putting the fox in charge of the guarding the hen house.”

<https://www.csmonitor.com/1989/0412/arift.html>]([https://l.facebook.com/l.php?u=https%3A%2F%2Fwww.csmonitor.com%2F1989%2F0412%2Farift.html%3Ffbclid%3DIwAR2-SojxMGjQIjy091toOfG5rzTQboEer4hz4mhYXOKVd2lctN2v1h9DeY&h=AT1azlZYx4-V88kYz8OYmZV9GWSmWwZ5cujrrxWt34E55CsOH1tzkn7\\_jOZcYQ\\_ZmQxDzHTMBI2uBFdf0S3vSy0qIjHKYWbISMLuyi7JtPBxjc3SnO\\_Bk6fGKFPwM0NbSc](https://l.facebook.com/l.php?u=https%3A%2F%2Fwww.csmonitor.com%2F1989%2F0412%2Farift.html%3Ffbclid%3DIwAR2-SojxMGjQIjy091toOfG5rzTQboEer4hz4mhYXOKVd2lctN2v1h9DeY&h=AT1azlZYx4-V88kYz8OYmZV9GWSmWwZ5cujrrxWt34E55CsOH1tzkn7_jOZcYQ_ZmQxDzHTMBI2uBFdf0S3vSy0qIjHKYWbISMLuyi7JtPBxjc3SnO_Bk6fGKFPwM0NbSc))

<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>](<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431?fbclid=IwAR1zqjPhPqkrkn-MG3zegnv1Blld-4OmLzpiBr3VSJCZ5DoTUCI0Ot592kA>) <<

[Central Florida Expressway Authority]([https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfm4pdv2fGkdtzmL5Bk\\_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX\\_9Sd0LI3mZ5WakxQ2yJQ8zUodi8b7TsCNBgZTAdkHGvnu3Ins](https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfm4pdv2fGkdtzmL5Bk_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX_9Sd0LI3mZ5WakxQ2yJQ8zUodi8b7TsCNBgZTAdkHGvnu3Ins))

[The Central Florida Expressway Authority is responsible for construction, maintenance and operation of toll roads in four counties of Greater Orlando.]([https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfm4pdv2fGkdtzmL5Bk\\_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX\\_9Sd0LI3mZ5WakxQ2yJQ8zUodi8b7TsCNBgZTAdkHGvnu3Ins](https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfm4pdv2fGkdtzmL5Bk_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX_9Sd0LI3mZ5WakxQ2yJQ8zUodi8b7TsCNBgZTAdkHGvnu3Ins))

[cfxway.com]([https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfm4pdv2fGkdtzmL5Bk\\_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX\\_9Sd0LI3mZ5WakxQ2yJQ8zUodi8b7TsCNBgZTAdkHGvnu3Ins](https://l.facebook.com/l.php?u=http%3A%2F%2Fcfxway.com%2F%3Ffbclid%3DIwAR3kLr4qJdMI9dil2JSneDzYqe9ZEPnfm4pdv2fGkdtzmL5Bk_CGwn1MPI&h=AT1j7vJyTnJX4TTK1UMCATNzR7i0Nf1CmGwavotF06jmLI5ZiBme4VNgWvzW5TvZZfrwLN5E0wh6MZxOlfEkjA0MX_9Sd0LI3mZ5WakxQ2yJQ8zUodi8b7TsCNBgZTAdkHGvnu3Ins))

**Mimi Lamaute**

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**From:** Vince Marcucci <mrvincemarcucci@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:05 PM  
**To:** Public.comment@cfxway.com  
**Subject:** CFX Meeting 6/11

Hello,

My name is Vincent Marcucci and I'm a student from the University of Central Florida. I live in Orange County. I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would not be a good idea.

<<https://www.csmonitor.com/1989/0412/arift.html>>

<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>

Sincerely,

Vincent Marcucci

**Mimi Lamaute**

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**From:** Gmail <babeard2@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:05 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Keep Split Oak whole!

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be “putting the fox in charge of the guarding the hen house.”  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>

This unchecked destruction of public lands need to STOP!

Thanks,  
William Beard  
12518 Westhope Dr  
Orlando, Fl. 32837

### Mimi Lamaute

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**From:** rema1951@aol.com  
**Sent:** Wednesday, June 10, 2020 4:50 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee

"I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the Environmental Stewardship Committee would in effect be "putting the fox in charge of the guarding the hen house."  
<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>"

Yvonne Alexander



**Mimi Lamaute**

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**From:** Ariel Hartney <ahartney2008@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:34 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Regarding the Environmental Stewardship Committee Appointee Charles Lee

To Whom it May Concern,

I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers. It is my opinion that Mr. Lee takes the path of least resistance rather than supporting policies that prevent environmental degradation and exploitation.

He firmly advocates sacrificing a portion of meticulously-conserved natural preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. The tradeoff is NOT worth it!

He is deeply distrusted by many in the environmental community due to his tendency to undermine local activists and form backroom deals with stakeholders, pushing a financially beneficial agenda for developers but not an environmentally responsible one.

Appointing Mr. Lee to the Environmental Stewardship Committee would in effect be 'letting the fox guard the hen house'. It would discredit the committee and be a betrayal of public trust.

Florida can not afford the continued destruction of our natural areas and the public deserves to have THEIR best interests represented. We need a true conservationist in this position not more of the same financially motivated decisions.

Please see below for other cases in which Mr. Lee has shown his true colors. I am highly displeased that CFX would even consider this appointment.

<<https://www.csmonitor.com/1989/0412/arift.html>>  
<<https://www.palmbeachpost.com/article/20151005/BUSINESS/812025431>>”

Thank you,

Ariel Hartney  
199 E. Cedarwood Cir  
Kissimmee, FL 34743

## Mimi Lamaute

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**From:** BONNIE FRASER <fraserb@embarqmail.com>  
**Sent:** Wednesday, June 10, 2020 4:58 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee for ESC

I strongly object to the appointment of Charles Lee to the Environmental Stewardship Committee, due to his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. As Audubon Florida's representative, Charles Lee is less committed to preserving habitat for birds and other wildlife than he is in keeping his consultant status with his friends in high places. His compromises do not reflect the values of environmentalists but reflect secret deal making to help rich developers get richer and politicians get re-elected with their support.

He firmly advocates sacrificing a portion of meticulously-conserved preserve in Split Oak Forest for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. Appointing him to the ESC would in effect be "putting the fox in charge of the guarding the hen house."

Bonnie and William Fraser  
2520 Oak St  
Kissimmee, FL 34744

**Mimi Lamaute**

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**From:** Leigh <leigh0128@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:57 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Appointment of Charles Lee

Environmental Stewardship Committee - I interpret that to mean a group that is concerned about our environment - appointing Charles Lee to that committee is akin to asking the fox to guard the hen house. Mr. Lee has relationships with developers that are not acceptable to environmentalists. He has already made it perfectly clear that he sides with the Tavistock Development Company and all the local politicians that Tavistock controls. Lee's appointment will outrage the conservationists of Central Florida and validate our knowledge that our leaders are all bought and paid for - with no consideration for the citizens they represent.

Sent from my iPad

**Mimi Lamaute**

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**From:** mnesler@aol.com  
**Sent:** Wednesday, June 10, 2020 3:42 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Agenda 3 Environmental Stewardship Committee

Mary A Nesler  
424 Lakeshore Blvd  
Kissimmee, Florida 34741

As a member Friends of Split Oak, I am completely against the appointment of Charles Lee to the Environmental Stewardship Committee. Recent times have shown that his partnership is closely connected with developers who have little to no interest in protecting precious conserve lands. He has and is still seeking to trade a valuable piece of Split Oak property for 1500 acres of diminished land. This is in no way an acceptable exchange. The Split Oak land was purchased in perpetuity and that is not how Charles Lee sees it.

The word "stewardship" is defined as the responsible overseeing and protection of something considered worth caring for and preserving. Please reconsider your choice. Thank You.

**Mimi Lamaute**

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**From:** Ryan Morris <morrisr23@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:32 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Public Comment regarding appointment Charles Lee

Good afternoon,

My name is R. Ryan Morris and I am a resident in Orlando Florida. I strongly object to the appointment of Charles Lee because of his history of supporting compromise with developers rather than supporting policies that prevent environmental exploitation. He firmly advocates sacrificing a portion of meticulously-conserved preserve for 1500 acres of degraded, unsuitable or detached land, which is a numbers game to appease the developers of this project. For this reason he is deeply distrusted by many in the environmental community. The links below illustrate that this distrust dates back at least 31 years. Appointing him to the ESC would in effect be "putting the fox in charge of the guarding the hen house.

<https://www.csmonitor.com/1989/0412/arift.html>

<https://www.palmbeachpost.com/a.../20151005/BUSINESS/812025431>

Furthermore, I think it would be irresponsible to advocate for the building of additional private vehicle infrastructure at this point in history. The City of Orlando, central Florida and the State of Florida must take the lead in a necessary transformation by beginning to invest in a fossil free future. At a minimum we must look toward public transportation systems. Future generations depend on how we as a species and civilization respond to the climate crisis the world faces.

Thanks,

R. Ryan Morris

**Mimi Lamaute**

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**From:** dawegman@aol.com  
**Sent:** Wednesday, June 10, 2020 3:35 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Public Comment for June 11, 2020 meeting re: item F3, ESC Appointments

At the March 12 meeting Chair Carey used the following words as further explanation and justification to create the Environmental Stewardship Committee (ESC):

QUOTE I'll use Split Oak as an example; If we had had people from the environmental community that were trusted by the environmental community because that is their profession or knowledge or they're leaders in the community on that particular issue ... I think that we would have had a better understanding of the value of what we did ... ya know 160 acres out of split oak you get 1500 acres in exchange for conservation while some people don't think that's a good idea I think that the environmentalists' in general thought that it was and so I think that by having them helping us work through some of those land mines I think it just makes it a better process in general. UNQUOTE

I strongly object to the appointment of Charles Lee to the ESC. He is the main individual who could not be trusted by the true environmentalists and other citizens that served on the Osceola Parkway Extension EAG that want to protect the environment. By letting this appointment happen you are opposing your own reasons for the creation of it. By the way the agenda item also indicates that Lee is a "Orlando Resident." This is false, he lives in Nobelton, Florida, part of Hernando County; which is not even directly served by CFX.

David Wegman  
2811 Buckboard Way  
Orlando, Florida 32822

Mimi Lamaute

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**From:** Junior McGovern <juniormcg104@icloud.com>  
**Sent:** Wednesday, June 10, 2020 3:25 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Charles Lee Appointment

In regards to the appointment of Charles Lee to the Environmental Stewardship Committee, I wonder if the board is aware of the multiple times Mr Lee has appeared before the board when hundreds of environmentalists have expressed displeasure with his opinions. If your job is to appoint citizens that are educated in environmental affairs, please choose Someone that is above reproach regarding motive and also has a love for the uniqueness of our natural wilderness areas. This is NOT Mr Lee. The League of Women Voters, The Sierra Club, Friends of Split Oak have many qualified biologists and Experienced environmentalists that work without pay and would be a positive role model for your committee. And represent the majority of citizens concerned with the future of our forests. Thanks You, Jr McGovern  
5560 Jack Brack Rd St Cloud Fl 34771

Sent from my iPad

**Mimi Lamaute**

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**From:** Kathleen Fitzgerald <kfitzorl@hotmail.com>  
**Sent:** Wednesday, June 10, 2020 4:11 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Objection to appointment of Charles Lee to Environmental Stewardship Committee

To Whom It May Concern:

I strongly object to the appointment of Charles Lee to the Environmental Stewardship Committee. Members of this committee should be good stewards of the environment; Mr. Lee has repeatedly demonstrated that exploiting the environment is a negotiable stance. Although he has a prominent role in the Florida Audubon Society, his environmental positions do not reflect the views of the members of that organization. Of great concern is his apparent lack of awareness of the role of mitigation banking in seeking a balance between developers and environmental preservation. His recommendation regarding Split Oak Forest completely undermines the legitimacy of mitigation banking. If this practice cannot be relied on by public officials and private developers, then it jeopardizes the ability to reach a compromise on future growth.

There are so many capable people whose first priority is the environment; Mr. Lee is not that person. Placing Mr. Lee on this committee would diminish the credibility and purpose of this committee.

Kathleen F Fitzgerald  
518 Oxford Court  
Orlando, FL 32803-6720  
407-575-3214  
KFitzOrl@hotmail.com



Mimi Lamaute

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**From:** Tricia Wagner <swingerofbirches79@gmail.com>  
**Sent:** Wednesday, June 10, 2020 4:44 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Stewardship

Dear Board members,

I am writing to request that you please do not appoint Charles Lee to the stewardship committee. He has done nothing to indicate he is interested in genuine environmental stewardship.

Thank you for considering the input of your community.

Patricia L Wagner

Cocoa, FL

Sent from my iPhone

**Mimi Lamaute**

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**From:** ritams21 <ritams21@verizon.net>  
**Sent:** Wednesday, June 10, 2020 3:31 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Environmental Stewardship Committee

I strongly object to the appointment of "Charles Lee" to the Environmental Stewardship Committee.  
I do not support his opinions on environmental conservation.  
As much as possible, I want to continue to walk & enjoy nature in Split Oak Park,

Rita M Sodus  
North Shore @ Lake Hart

Sent from my Verizon, Samsung Galaxy smartphone

**Mimi Lamaute**

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**From:** Bob Turner <bob.turner3159@gmail.com>  
**Sent:** Wednesday, June 10, 2020 3:32 PM  
**To:** Public.comment@cfxway.com  
**Subject:** Appointment of Charles Lee

I am a resident of Osceola County, living in Lake AJAY Village and have been following the process of proceeding with the Osceola Parkway Extension very closely. I have attended and spoken at nearly every public meeting on the subject, supporting the Split Oak Minimization alternative.

I strongly support the appointment of Charles Lee to the Environmental Stewardship Committee. He has been instrumental in negotiating the "preferred alternative" alignment, the Minimization alternative, which would have very little negative impact on Split Oak while nearly doubling the size of the protected area through the offers to donate adjacent land.

He has made significant contributions to environmental interests throughout central Florida over the course of his career and would make an excellent choice for this proposed position.

I urge the CFX Board to approve his appointment to this important committee.

Bob Turner  
3159 Forest Breeze Way  
Saint Cloud, Fl. 34771  
978-729-6419



## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

Betsy VanderLey, hereby disclose that on June 11, 2020

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

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

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

As the manager of a Limited Liability Corporation which provides business development services to DRMP, Inc., I am required to abstain from the vote as a conflict of interest pursuant to Section 112.313, Florida Statutes because DRMP, Inc., is either directly being awarded a contract or they are a subcontractor that will directly benefit from a contract award. Therefore, the following items will be removed from the Consent Agenda for the Central Florida Expressway Authority agenda for June 11, 2020 and I will abstain from voting on these items once they are placed on the Non-Consent Agenda:

Item 3. Approval of Supplemental Agreement No. 1 with Elipsis Engineering & Consulting, LLC for Systemwide Construction Engineering and Inspection Services, Contract No. 001368 (Agreement Value: \$1,200,000.00)

Item 6. Approval of Supplemental Agreement No. 3 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 429 Widening from West Road to SR 414, Project 429-153, Contract No. 001396 (Agreement Value: \$663,330.37)

Item 8. Approval of Contract Award to TLP Engineering Consultants, Inc. for Design Consultant Services for SR 408 Tampa Avenue Interchange, Project 408-315, Contract No. 001617 (Agreement Value: not-to-exceed \$5,600,000.00)

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

June 11, 2020

Date Filed

Signature

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

**D.**

Consent Agenda

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA August 13, 2020

### CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
  - a. Project 417-134 Hubbard Construction Co. \$ 359,333.15
  - b. Project 408-628 ION Electric, LLC (\$ 221,837.02)
  - c. Project 429-158 Atlantic Civil Constructors Corp. (\$ 319,103.21)
  - d. Project 253G SEMA Construction, Inc. (\$ 301,723.72)
2. Approval of MSE Group, LLC as a Subconsultant for RK&K, LLP for SR 528/SR 436 Interchange Improvements and Widening from SR 436 to Goldenrod Road, Project No. 528-143, Contract No. 001530
3. Approval of Contract Award to CDM Smith, Inc. for Construction Engineering and Inspection Services for SR 417 Widening from I-Drive to Landstar Blvd., Project Nos. 417-141 & 417-142, Contract No. 001545 (Agreement Value: not-to-exceed \$15,000,000.00)
4. Approval of Contract Award to Metric Engineering, Inc. for Construction Engineering and Inspection Services for SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149, Contract No. 001605 (Agreement Value: not-to-exceed \$7,000,000.00)

### ENGINEERING

5. Approval of Terracon Consultants, Inc. as a Subconsultant for Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
6. Approval of First Contract Renewal with CDM Smith, Inc. for Traffic and Earnings Consultant Services, Contract No. 001300 (Agreement Value: \$1,200,000.00)
7. Approval of Supplemental Agreement No. 1 with Kissinger, Campo & Associates, Corp. for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike, Project No. 429-154, Contract No. 001397 (Agreement Value: not-to-exceed \$946,786.90)
8. Approval of Supplemental Agreement No. 1 with Kimley-Horn & Associates, Inc. for Concept, Feasibility and Mobility Study (CF&M) for the Proposed Osceola-Brevard County Connector Project, Project No. 599-229, Contract No. 001595 (Agreement Value: not-to-exceed \$518,000.00)
9. Approval of Contract Award to Volkert, Inc. for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project, Project No. 599-233, Contract No. 001632 (Agreement Value: not-to-exceed \$2,000,000.00)
10. Approval of Contract Award to HDR Engineering, Inc. for Design Services for SR 516 Lake/Orange Expressway – Segment 1, Project No. 516-236, Contract No. 001670 (Agreement Value: not-to-exceed \$6,200,000.00)



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

11. Approval of Final Ranking and Authorization for Fee Negotiations for Design Services for SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line – Segment 2, Project No. 516-237, Contract No. 001686
12. Approval of Contract Award to Hubbard Construction Company for SR 429 Pavement Repair/Resurfacing from CR 535 to CR 437A, Project No. 429-758, Contract No. 001700 (Agreement Value: \$2,898,958.22)

## FINANCE

13. Approval of Debt Policy (Revised) and Resolution
14. Approval of Interest Rate Risk Management Policy (Revised) and Resolution
15. Approval of Insurance Policies with Florida Municipal Insurance Trust and ACE American Insurance Company/Chubb, Contract 000392 (Agreement Value: not-to-exceed \$232,000.00)
16. Approval of Second Contract Renewal with Nelson Mullins Riley & Scarborough, LLP for Bond Counsel Services, Contract No. 001476 (Agreement Value: \$0)

## INTERNAL AUDIT

17. Acceptance of the following Internal Audit Reports:
  - COSO Enterprise Risk Management Governance Review
  - Robotic Process Automation Review
  - Purchasing Card and Gas Card Audit
  - Retail Transponder Sales Review
  - Marketing and Social Media Audit
  - Fiscal Year 2021 Internal Audit Plan

## LEGAL

18. Approval of Agreement for Right-of-Way Transfer and Continuing Maintenance between Orange County and CFX Pertaining to State Road 417 and Boggy Creek Road, Project No. 417-454, Portions of Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B
19. Approval of Second Contract Renewal with GAI Consultants, Inc. for Right-of-Way Support Services, Contract No. 001100 (Agreement Value: \$0)

## MAINTENANCE

20. Approval of ProShot Concrete, Inc. as a Subcontractor for Infrastructure Corporation of America for SR 429/SR 414 Roadway and Bridge Maintenance Services, Contract No. 001152
21. Approval of Supplemental Agreement No. 5 with Traffic Engineering and Management, LLC d/b/a/ Control Specialists for Traffic Signal Maintenance Services, Contract No. 001322 (Agreement Value: not-to-exceed \$90,000.00)



22. Approval of Second Contract Renewal with Rockhopper Services, Inc. for Systemwide Aquatic Vegetation Control Services, Contract No. 001412 (Agreement Value: \$200,000.00)
23. Approval of Second Contract Renewal with Chavez's Lawn Services, Inc. for Mowing and Landscaping Services of the Poinciana Parkway, Contract No. 001538 (Agreement Value: \$250,000.00)

## **PUBLIC OUTREACH**

24. Approval of First Contract Renewal with Quest Corporation of America, Inc. for Public Information Services, Contract No. 001298 (Agreement Value: \$494,337.39)
25. Approval of Supplemental Agreement No. 1 and First Contract Renewal with Day Communications, Inc. for Public Outreach Education and Communications Consultant Services, Contract No. 001299 (Agreement Value: \$360,000.00 and \$1,240,000.00)

## **TECHNOLOGY/TOLL OPERATIONS**

26. Approval of Maintenance Agreement with AT&T for Analog Phone Line Service (Agreement Value: \$55,296.00)
27. Approval of Purchase Order to Dasher Technologies for Servers (Agreement Value: \$111,056.80)
28. Approval of Purchase Order to Amtech for E6 Readers, (Agreement Value: \$80,400.00)
29. Approval of Supplemental Agreement No. 9 with TransCore, LP for Toll System Upgrade, Contract No. 001021 (Agreement Value: not-to-exceed \$90,324.81)
30. Approval of AVTEX as Subconsultant for AECOM Technical Services, Inc. for General Systems Consultant Services Contract, Contract No. 001215
31. Approval of Zero Dollar Lease with AllianceOne Receivables Management, Inc., Contract No. 001720 (Agreement Value: \$0)

## **TRAFFIC OPERATIONS**

32. Approval of Contract Award to Castillo Engineering Services, LLC for Design/Build Services for Hiwassee Mainline Photovoltaic, Project No. 408-422, Contract No. 001675 (Agreement Value: \$1,942,500.00)
33. Approval of Contract Award to Kapsch TrafficCom USA for Maintenance of Intelligent Transportation System Infrastructure, Contract No. 001689 (Agreement Value: \$8,699,940.00)

The following items are for information only:

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

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

1. Construction Engineering and Inspection (CEI) Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike
2. CFX Magnolia Avenue E-PASS Service Center Renovations Design/Build Services
3. SR 429 Pavement Repair/Resurfacing from CR535 to CR437A
4. DMS Replacement Project
5. SR 408 Systemwide Coatings: Summerlin Ave. to Chickasaw Trail
6. Systemwide Coating Consultant Services

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

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

1. 528-161: SR 528 Widening from Goldenrod Road to Narcoossee Road – Design
2. 417-141: SR 417 Widening From I-Drive to JYP – Construction
3. 417-142: SR 417 Widening From JYP to Landstar Boulevard – Construction
4. 417-149: SR 417 Widening From Landstar Boulevard to Boggy Creek Road – Construction
5. 417-162: SR 417 Pond Modifications at Berry Dease Road – Construction
6. 417-751: SR 417 and SR 528 Bridge Bearings Replacement – Construction
7. 599-419: SR 408, SR 429, and SR 414 A/C Replacements – Construction
8. 528-757: SR 528 Farm Access Road Bridge #1 Removal – Construction
9. 599-759: South Access Road Slope Repair – Construction
10. 414-640: SR 414 Guide Sign Replacement – Construction
11. Systemwide ITS, Lighting, Tolling – CEI Services
12. SR 429 Widening West Road to SR 414 – CEI Services
13. SR 429 Widening FTE to West Road – CEI Services
14. 599-542 Ruggedcom RSG 2300 Field Ethernet Switch Equipment - ITB for Equipment Procurement
15. UPS Battery Replacement - ITB for Equipment Procurement
16. Insurance Broker Services
17. Disclosure Counsel
18. Procurement Card Services
19. Advocacy Service
20. Appraiser Services
21. Supplier Diversity Support Consultant
22. 599-416A: McCoy Road Facility Water Line Installation
23. 599-416B: McCoy Road Facility Sewer Line Installation
24. 408-831: SR 408/417 Interchange Landscape
25. 408-830: SR 408 from 417 to Alafaya Landscape
26. Facilities Maintenance Services

**CONSENT AGENDA ITEM**

**#1**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: July 20, 2020

SUBJECT: Construction Contract Modifications

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

| Project No.  | Contractor                        | Contract Description                                     | Original Contract Amount (\$) | Previous Authorized Adjustments (\$) | Requested (\$) August 2020 | Total Amount (\$) to Date* | Time Increase or Decrease |
|--------------|-----------------------------------|--|-------------------------------|--------------------------------------|----------------------------|----------------------------|---------------------------|
| 417-134      | Hubbard Construction Co.          | SR 417 Widening, Econlockhatchee Canal to Aloma Ave.     | \$ 44,810,996.19              | \$ 62,864.65                         | \$ 359,333.15              | \$ 45,233,193.99           | 49                        |
| 408-628      | ION Electric, LLC                 | SR 408 Guide Sign Replacements                           | \$ 4,222,831.88               | \$ 155,112.39                        | \$ (221,837.02)            | \$ 4,156,107.25            | 0                         |
| 429-158      | Atlantic Civil Constructors Corp. | SR 429 New Independence Parkway Interchange Improvements | \$ 2,247,438.62               | \$ -                                 | \$ (319,103.21)            | \$ 1,928,335.41            | 0                         |
| 253G         | SEMA Construction, Inc.           | SR 408/SR 417 Interchange Improvements Phase II          | \$ 63,700,000.00              | \$ 4,478,536.44                      | \$ (301,723.72)            | \$ 67,876,812.72           | 0                         |
| <b>TOTAL</b> |                                   |  |                               |                                      | <b>\$ (483,330.80)</b>     |                            |                           |

\* Includes Requested Amount for this current month.

Reviewed By: Glenn M. Pressimone  
Glenn M. Pressimone, PE, Chief of Infrastructure

**Project 417-134: SR 417 Widening, Econlockhatchee Canal to Aloma Ave.**  
**Hubbard Construction Co.**  
**SA 417-134-0820-07**

Lighting Improvements

An assessment of existing lighting revealed that several electrical components required refurbishment to improve reliability and safety and to minimize future maintenance costs.

ADD THE FOLLOWING ITEMS:

|   |    |                  |
|---|----|------------------|
| Maintenance of Traffic, Single Lane Closure, Daily Rate | \$ | 2,598.50         |
| Maintenance of Traffic, Shoulder Closure, Daily Rate    | \$ | 1,926.84         |
| Replace MG2 Surge Arrestor                              | \$ | 10,885.20        |
| Pull Box Lid Replacement                                | \$ | 589.64           |
| Ground Rod Assembly                                     | \$ | 9,134.19         |
| Removal & Replacement of Split Bolt                     | \$ | 9,945.42         |
| Strain Relief   | \$ | 2,492.27         |
| Duct Seal   | \$ | 4,120.50         |
| PCDS Slack Adjustment                                   | \$ | 4,837.60         |
| Light Pole Mow Pad                                      | \$ | 39,335.40        |
|   | \$ | <u>85,865.56</u> |

INCREASE THE FOLLOWING ITEMS:

|  |    |                   |
|--|----|-------------------|
| Performance Turf, Sod, Bahia                       | \$ | 1,440.00          |
| Light Pole Cable Distribution System, Conventional | \$ | 143,060.40        |
| Reinforced Cement Concrete Pavement, 12"           | \$ | 9,997.35          |
|  | \$ | <u>154,497.75</u> |

Subtotal: Existing Lighting Refurbishment, SR 417 \$ 240,363.31

Additional Milling & Resurfacing at Mainline Toll Plaza Cash Lanes, SR 417

Implementation of early traffic configuration phases of the project impacted the existing pavement condition of the cash lanes. Resurfacing was expanded to include the mainline toll plaza cash lanes.

ADD THE FOLLOWING ITEM:

|                        |    |          |
|------------------------|----|----------|
| Maintenance of Traffic | \$ | 8,653.38 |
|------------------------|----|----------|

INCREASE THE FOLLOWING ITEMS:

|  |    |                   |
|--|----|-------------------|
| Milling Existing Pavement, 1-1/2" Avg. Depth                     | \$ | 27,529.04         |
| Asphaltic Concrete Friction Course, Traffic C, PG 76-22, FC 12.5 | \$ | 74,836.63         |
| Retroreflective Pavement Marker                                  | \$ | 68.00             |
| Pavement Marking, Preformed Tape, HP, Contrast, Solid, 9"        | \$ | 4,549.11          |
|  | \$ | <u>106,982.78</u> |

Subtotal: Additional Milling & Resurfacing at Mainline Toll Plaza Cash Lanes, SR 417 \$ 115,636.16

Modify Existing Contract Pay Items

Quantity adjustments to reflect the actual authorized and measured quantities under the contract.

INCREASE THE FOLLOWING ITEMS:

|  |    |           |
|--|----|-----------|
| Milling Existing Pavement, 2-3/4" Avg. Depth | \$ | 8,526.36  |
| Superpave Asphalt Concrete, Traffic D        | \$ | 17,656.04 |
| Modify Existing Drainage Structure           | \$ | 2,389.64  |
| Pipe Culvert RCP, Round, 30" SS              | \$ | 316.36    |
| Pipe Culvert RCP, Round, 48" SS              | \$ | 4,572.72  |

|   |                     |
|---|---------------------|
| Test Pile Steel, HP 14X89                         | \$ 4,047.47         |
| Shoulder Gutter Concrete                          | \$ 6,224.00         |
| Barrier Wall, Concrete Removal                    | \$ 9,277.36         |
| Rip Rap, Rubble-Ditch Lining                      | \$ 2,919.56         |
| Existing Overhead Sign Structure Upright Painting | \$ 4,571.28         |
|   | <u>\$ 60,500.79</u> |

DECREASE THE FOLLOWING ITEMS:

|  |                       |
|--|-----------------------|
| Subsoil Excavation                         | \$ (54,273.00)        |
| Milling Existing Pavement, 3/4" Avg. Depth | \$ (2,894.11)         |
|  | <u>\$ (57,167.11)</u> |

Subtotal: Modify Existing Contract Pay Items \$ 3,333.68

Increase Contract Time 49 Calendar Days

A total of 49 days (non-compensable) time extension is granted to accommodate the refurbishment of existing lighting system (28 days) and impacts from the effects of the COVID-19 pandemic (21 days).

Increase Contract Time 49 Non-Compensable Calendar Days

**TOTAL AMOUNT FOR PROJECT 417-134** \$ 359,333.15

**Project 408-628: SR 408 Guide Sign Replacements**  
**ION Electric, LLC**  
**SA 408-628-0820-04**

Adjustments to Final Quantities for Completed Contract Items

Adjusted quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

INCREASE THE FOLLOWING ITEMS:

|  |                    |
|--|--------------------|
| Pull Box, F&I                          | \$ 986.86          |
| Luminaire, F&I, Under Deck, Wall Mount | \$ 5,537.96        |
|  | <u>\$ 6,524.82</u> |

DECREASE THE FOLLOWING ITEMS:

|  |                       |
|--|-----------------------|
| Conduit, F&I, Open Trench                              | \$ (6,858.01)         |
| Conduit, F&I, Directional Bore                         | \$ (12,672.00)        |
| Conduit, F&I, Bridge Mount                             | \$ (41,113.80)        |
| Conduit, Remove, Bridge Mount                          | \$ (2,338.07)         |
| Pull & Splice Box, F&I, 13"x24" Cover Size             | \$ (27,403.88)        |
| Junction Box, F&I, Mounted                             | \$ (5,568.53)         |
| Prestressed Concrete Pole, F&I, Type P-II Service Pole | \$ (15,404.04)        |
| TMS, Composite Cable, F&I                              | \$ (256.00)           |
| Lighting Conductors, F&I, Insulated, #10 or <          | \$ (18,700.47)        |
| Lighting Conductors, F&I, Insulated, #8-6              | \$ (6,010.50)         |
| Lighting Conductors, F&I, Insulated, #4 to #2          | \$ (428.26)           |
| Lighting Conductors, Remove & Dispose, Contractor Owns | \$ (1,174.80)         |
| Luminaire & Bracket Arm, F&I, Galvanized Steel         | \$ (4,313.57)         |
| Luminaire, F&I, Under Deck, Pendant Hung               | \$ (2,416.67)         |
| Allowance for Disputes Review Board                    | \$ (30,000.00)        |
| Work Order Allowance                                   | <u>\$ (86,777.55)</u> |
|  | \$ (261,436.15)       |

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (254,911.33)

Add Sign Lighting

Four existing cantilever sign structures within the project limits were identified as having existing high pressure sodium sign lighting and the contractor was requested to upgrade to LED fixtures.

ADD THE FOLLOWING ITEM:

|                |              |
|----------------|--------------|
| Luminaire, F&I | \$ 33,074.31 |
|----------------|--------------|

**TOTAL AMOUNT FOR PROJECT 408-628** **\$ (221,837.02)**

**Project 429-158: SR 429 New Independence Parkway Interchange Improvements**  
**Atlantic Civil Constructors Corp.**  
**SA 429-158-0820-01**

Adjustments to Final Quantities for Completed Contract Items

Adjusted quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

DECREASE THE FOLLOWING ITEMS:

|   |    |              |
|---|----|--------------|
| Thermo Pavement Markings, Standard-Other Surfaces, White, Solid, 6"     | \$ | (23.24)      |
| Pavement Markings, Traffic Stripe, PPRT, B/W Contrast, 10'-30' Skip, 9" | \$ | (28.50)      |
| Storm Sewer Inspection, Video Camera                                    | \$ | (48.00)      |
| Desilt Pipe, 0"-24"   | \$ | (63.28)      |
| Removal of Existing Thermoplastic Pavement Markings                     | \$ | (112.00)     |
| Fiber Optic Cable, F&I, Underground, 96 SM                              | \$ | (154.35)     |
| Electrical Service Wire, XHHW, F&I                                      | \$ | (196.92)     |
| Superpave Asphaltic Concrete, Traffic Level C                           | \$ | (210.00)     |
| Thermo Pavement Markings, Standard, White, Solid, 12" Crosswalks        | \$ | (247.50)     |
| Fiber Optic Cable, F&I, Underground, 12 SM                              | \$ | (283.00)     |
| Pavement Markings, Traffic Stripe, PPRT, Yellow, Solid, 6"              | \$ | (308.00)     |
| Lighting Conductors, F&I, Insulated, #8 to #6                           | \$ | (441.00)     |
| Pavement Markings, Traffic Stripe, PPRT, B/W Contrast, Solid, 9"        | \$ | (704.00)     |
| Asphaltic Concrete Friction Course, FC-5, PG 76-22                      | \$ | (720.00)     |
| Pull & Splice Box, F&I, 24"x36" Cover Size                              | \$ | (1,358.17)   |
| Superpave Asphaltic Concrete, Traffic Level D, PG 76-22                 | \$ | (3,289.00)   |
| Replace Surge Arrestor to Existing Mg Square PCDS                       | \$ | (3,373.56)   |
| Conduit, F&I, Open Trench   | \$ | (3,757.60)   |
| Removal & Replacement of Split Bolt Electrical Splices                  | \$ | (4,551.57)   |
| Thermo Pavement Markings, Preformed, White, Solid, 24" Crosswalks       | \$ | (5,025.00)   |
| Vehicular Detection System, Video, F&I, Above Ground Equipment          | \$ | (5,360.58)   |
| Light Pole Complete, F&I, Wind Speed 150, Pole-45'                      | \$ | (6,643.76)   |
| Conduit, F&I, Directional Bore  | \$ | (7,799.40)   |
| Portable Changeable Message Sign, Temp                                  | \$ | (9,366.00)   |
| MOT for Roadway Repair Contingency                                      | \$ | (11,602.90)  |
| Roadway Repair, Emergency Base Repair Contingency                       | \$ | (23,583.00)  |
| Allowance for Disputes Review Board                                     | \$ | (30,000.00)  |
| Work Order Allowance  | \$ | (275,606.84) |
|   | \$ | (394,857.17) |

INCREASE THE FOLLOWING ITEMS:

|   |    |          |
|---|----|----------|
| Thermo Pavement Markings, Standard, White, Skip, 2'-4' DOT Guideline, 6"  | \$ | 5.60     |
| Thermo Pavement Markings, Standard, Yellow, Skip, 2'-4' DOT Guideline, 6" | \$ | 36.40    |
| Retro-Reflective Pavement Marker  | \$ | 90.00    |
| Replace Lighting Pull Box Lid   | \$ | 243.66   |
| Fiber Optic Connection, Install, Splice                                   | \$ | 264.48   |
| Removal of Existing Concrete  | \$ | 461.04   |
| Pedestrian/Bicycle Railing, Relocate/Reset Existing                       | \$ | 538.02   |
| Electrical Service Disconnect, F&I, Pole Mounted                          | \$ | 1,025.88 |
| Base Group 01, Type B-12.5, 4"  | \$ | 1,718.55 |
| Thermo Pavement Markings, Standard, White, Solid, 24" Stop Bars           | \$ | 1,980.00 |
| Sidewalk Concrete, 4" Thick   | \$ | 4,020.45 |
| Pole Cable Distribution System, Conventional                              | \$ | 5,356.40 |
| Base Group 15, Type B-12.5, 9"  | \$ | 4,264.88 |



|  |                     |
|--|---------------------|
| Asphaltic Concrete Friction Course, FC-12.5, PG 76-22, Black Granite, TL D | \$ 9,252.25         |
| F&I Ground Rod Assembly  | \$ 11,541.96        |
| Performance Turf, Sod  | \$ 12,736.59        |
| Replace Existing Pole Cable Distribution System                            | \$ 22,217.80        |
|  | <u>\$ 75,753.96</u> |

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (319,103.21)

**TOTAL AMOUNT FOR PROJECT 429-158** **\$ (319,103.21)**

**Project 253G: SR 408/SR 417 Interchange Improvements Phase II**  
**SEMA Construction, Inc.**  
**SA 253G-0820-10**

Bituminous Adjustments

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month bituminous price is greater than or less than 5% of the bid/base bituminous price. In accordance with the contract specifications, the engineer has calculated the adjustments for the period from December 2019 to March 2020.

ADD THE FOLLOWING ITEM:

|   |    |           |
|---|----|-----------|
| Bituminous Price Index Adjustments, December 2019 to March 2020 | \$ | 27,188.81 |
|---|----|-----------|

Grade New Ditch Along Ramp D1

A new ditch was graded along the right of way to facilitate drainage in response to adjacent residents' reports of standing water.

ADD THE FOLLOWING ITEM:

|                               |    |           |
|-------------------------------|----|-----------|
| Grade New Ditch Along Ramp D1 | \$ | 15,945.11 |
|-------------------------------|----|-----------|

U-Beam Access Ramp Credit

Access ramps inside the U-beams on Ramps A, C and D1 were eliminated from the contract. The credit is provided because the cost of the ramps is included in the bid unit price of the beams.

ADD THE FOLLOWING ITEM:

|                           |    |             |
|---------------------------|----|-------------|
| U-Beam Access Ramp Credit | \$ | (21,178.46) |
|---------------------------|----|-------------|

Ramp D Existing Settlement Repair

There was an area of existing Ramp D that had settled over time and created a dip in the roadway. The dip was repaired by pressure grouting the area to fill any potential voids. The travel lanes were then milled and resurfaced to restore the ride quality.

ADD THE FOLLOWING ITEM:

|                                   |    |           |
|-----------------------------------|----|-----------|
| Ramp D Existing Settlement Repair | \$ | 84,218.97 |
|-----------------------------------|----|-----------|

Access to Pond 8

A point of entrance for maintenance equipment to access the south end of Pond 8 and the Ramp A bridge piers was installed.

ADD THE FOLLOWING ITEM:

|                  |    |           |
|------------------|----|-----------|
| Access to Pond 8 | \$ | 10,949.79 |
|------------------|----|-----------|

Adjustments to Final Quantities for Completed Contract Items

Adjusted quantities for completed pay items in the contract. The following will adjust these contract quantities to reflect the actual authorized or field measured quantities installed under the contract.

INCREASE THE FOLLOWING ITEMS:

|   |    |                  |
|---|----|------------------|
| Milling Existing Asphalt Pavement, 0.75" Avg Depth      | \$ | 1,826.52         |
| Milling Existing Asphalt Pavement, 3.25" Avg Depth      | \$ | 3,422.95         |
| Superpave Asphaltic Concrete, Traffic Level C           | \$ | 6,783.00         |
| Asphaltic Concrete FC, incl. Bit, FC-5, PG 76-22        | \$ | 9,408.00         |
| Preformed Tape, HP, White/Black Contrast, Solid, 9"     | \$ | 3,370.50         |
| Superpave Asphaltic Concrete, Traffic Level D           | \$ | 17,373.46        |
| Superpave Asphaltic Concrete, Traffic Level D, PG 76-22 | \$ | 7,287.37         |
|   | \$ | <u>49,471.80</u> |

DECREASE THE FOLLOWING ITEMS:

|                                     |                        |
|-------------------------------------|------------------------|
| Allowance for Disputes Review Board | \$ (2,000.00)          |
| Work Order Allowance                | \$ (471,820.84)        |
|                                     | <u>\$ (473,820.84)</u> |

Subtotal: Adjustments to Final Quantities for Completed Contract Items \$ (424,349.04)

Retro-Reflective Pavement Markers

Retro-reflective pavement markers were required for milling and resurfacing that was added to the contract.

ADD THE FOLLOWING ITEM:

|                                   |             |
|-----------------------------------|-------------|
| Retro-Reflective Pavement Markers | \$ 1,269.60 |
|-----------------------------------|-------------|

Miscellaneous Asphalt Pavement

Miscellaneous asphalt pavement was required to prevent erosion and facilitate proper drainage on the shoulders of SR 408 eastbound under the SR 417 bridges.

ADD THE FOLLOWING ITEM:

|                                |             |
|--------------------------------|-------------|
| Miscellaneous Asphalt Pavement | \$ 4,231.50 |
|--------------------------------|-------------|

**TOTAL AMOUNT FOR PROJECT 253G**

**\$ (301,723.72)**

**CONSENT AGENDA ITEM**

**#2**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 28, 2020

SUBJECT: Approval of MSE Group, LLC as a Subconsultant for RK&K, LLP  
for SR 528/SR 436 Interchange Improvements and Widening from SR 436  
to Goldenrod Road  
Project No. 528-143, Contract No. 001530

---

Board approval of MSE Group, LLC as a subconsultant to RK&K, LLP to provide a program to audit and support the environmental/permit compliance along with National Pollutant Discharge Elimination System Stormwater Best Management Practice Inspections is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:

  
Ben Dreiling, PE  
Director of Construction

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant:                     RK&K, LLP                     Date: July 24, 2020                    

CFX Contract Name: SR 528/SR 436 Interchange Improvements and SR 528 Widening from SR 436 to Goldenrod Road  
 CFX Contract No.: 001530                    

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: MSE Group, LLC                    

Address: 5858 S. Semoran Blvd. Orlando, FL 32822                    

Phone No.: 407-629-8180                    

Federal Employee ID No.: 01-0689374                    

Description of Services to Be Sublet: MSE Group will provide a program to audit and support the Environmental / Permit compliance along with NPDES Stormwater BMPs Inspections. Services will include weekly stormwater BMP audits including turbidity testing and all needed documentation; audit forms completed weekly for SEMA; support for dewatering plans; coordination with GOAA, RKK, CFX and SEMA; This request seeks authorization for August 2020 through July 2021, not to exceed \$97,548.87. This would accommodate a year of services to assist in the development of the permanent stormwater management features necessary.

Estimated Beginning Date of Sublet Services:                     8/01/2020                    

Estimated Completion Date of Sublet Services:                     7/31/2021                    

Estimated Value of Sublet Services\*: \$97,548.87                    

\*(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:                     Michael O. Fanni                      
 (Signature of Consultant Representative)

                    Consultant Resident Engineer                      
 Title

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

Date:                     07/27/2020                    

Approved by:                     [Signature]                      
 (Signature of Appropriate Chief)

Date:                     07/28/2020                    

**Attach Subconsultant’s Certificate of Insurance to this Request.**

**CONSENT AGENDA ITEM  
#3**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 24, 2020

SUBJECT: Approval of Contract Award to CDM Smith, Inc. for  
Construction Engineering and Inspection (CEI) Services for SR 417 Widening  
from I-Drive to Landstar Blvd.  
Project Nos. 417-141 & 417-142, Contract No. 001545

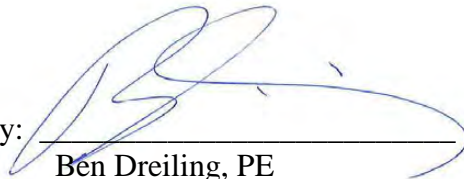
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The Board approved on October 10, 2019, the final ranking and authorization to negotiate with firms for CEI Services for SR 417 widening from I-Drive to Landstar Blvd.

The work will consist of providing CEI services related to the construction of SR 417 widening from I-Drive to Landstar Blvd.

Board award of the contract to CDM Smith, Inc. is requested in the not-to-exceed amount of \$15,000,000.00. This contract is included in the Five-Year Work Plan.

Reviewed by:



Ben Dreiling, PE  
Director of Construction



Glenn Pressimone, PE



# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
CDM SMITH, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SERVICES  
FOR  
SR 417 WIDENING FROM I-DRIVE TO LANDSTAR BLVD.**

**PROJECT NOS. 417-141 AND 417-142**

**CONTRACT NO. 001545**

**CONTRACT DATE: AUGUST 13, 2020  
CONTRACT AMOUNT: \$15,000,000.00**

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

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

**FOR  
SR 417 WIDENING FROM I-DRIVE TO LANDSTAR BLVD.  
PROJECT NOS. 417-141 AND 417-142**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001545**

**AUGUST 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>                                     | <u>Page</u> |
|----------------|--|-------------|
| AG             | Agreement  | 1 to 18     |
|                | 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 of Interest Form |             |

## Table of Contents

|      |   |    |
|------|---|----|
| 1.0  | SERVICES TO BE PROVIDED .....                                       | 1  |
| 2.0  | TERM OF AGREEMENT .....   | 2  |
| 3.0  | PROJECT SCHEDULE .....  | 2  |
| 4.0  | PROFESSIONAL STAFF.....   | 2  |
| 5.0  | COMPENSATION.....   | 3  |
| 6.0  | DOCUMENT OWNERSHIP AND RECORDS .....                                | 4  |
| 7.0  | COMPLIANCE WITH LAWS .....  | 5  |
| 8.0  | WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....              | 6  |
| 9.0  | TERMINATION .....   | 6  |
| 10.0 | ADJUSTMENTS.....  | 7  |
| 11.0 | HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY .....         | 7  |
| 12.0 | INFRINGEMENT OF PATENTS AND COPYRIGHTS.....                         | 8  |
| 13.0 | INSURANCE .....   | 9  |
| 14.0 | COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....             | 11 |
| 15.0 | CONFLICT OF INTEREST AND STANDARD OF CONDUCT.....                   | 11 |
| 16.0 | DOCUMENTED ALIENS.....  | 12 |
| 17.0 | E-VERIFY CLAUSE .....   | 12 |
| 18.0 | INSPECTOR GENERAL.....  | 13 |
| 19.0 | PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.. | 13 |
| 20.0 | COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 .....             | 13 |
| 21.0 | AVAILABILITY OF FUNDS .....   | 14 |
| 22.0 | AUDIT AND EXAMINATION OF RECORDS.....                               | 14 |
| 23.0 | GOVERNING LAW AND VENUE.....  | 15 |
| 24.0 | NOTICE .....  | 15 |
| 25.0 | HEADINGS.....   | 16 |
| 26.0 | CONTRACT LANGUAGE AND INTERPRETATION.....                           | 16 |
| 27.0 | ASSIGNMENT .....  | 16 |
| 28.0 | SEVERABILITY .....  | 16 |
| 29.0 | INTEGRATION.....  | 17 |
| 30.0 | ATTACHMENTS .....   | 17 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001545, PROJECT NOS. 417-141 & 417-142**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August 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, 2014, (Chapter 348, Part V, Florida Statutes) hereinafter called the “CFX” and CDM Smith, Inc. hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 101 Southhall Lane, Suite 200, Maitland, Fla. 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 SERVICES TO BE PROVIDED**

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001545, SR 417 Widening from I-Drive to Landstar Blvd. The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit “A”**, Scope of Services, attached hereto and made a part hereof.

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

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

CFX’s Director of Construction or his authorized designee 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 Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction 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 Director of Construction.

The work covered by this Agreement includes providing CEI services for Contract No. 001545 including, but not necessarily limited to, *construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.*

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

## 2.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed from CFX which includes the construction period of 34 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 36 months.

## 3.0 PROJECT SCHEDULE

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.

## 4.0 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 the required services and shall have due regard for acceptable standards of construction engineering and inspection 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. 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:

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Page One Consultants, Inc.            | Montgomery Consulting Group, Inc. |
| PI Consulting Services, LLC           | GRL Engineers, Inc.               |
| Elipsis Engineering & Consulting, LLC | Wood PLC                          |
| Consulex Corrosion Professionals      |                                   |

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.

## 5.0 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 \$15,000,000.00. 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 negligent, reckless or intentionally wrongful 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 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.

## 6.0 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 101 Southhall Lane, Suite 200, Maitland, Fla. 32751.

Notwithstanding Section 14, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.



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

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

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

The obligations in Section 6.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 7.0 COMPLIANCE WITH LAWS

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

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

7.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

## 8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Paragraph 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 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.

## 9.0 TERMINATION

Upon written notice, 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 in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", 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 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 Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

## 10.0 ADJUSTMENTS

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

## 11.0 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 11.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 12.0 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 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

### 13.0 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.

13.1 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.

13.2 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.

13.3 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.

13.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requested by 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.

#### 14.0 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 Paragraph 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of 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 trademarks, service marks, or 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 Marks is utilized, the Marks shall be properly screened to insure all layers of the Marks 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.

#### 15.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the

execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

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

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

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

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

## 16.0 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 16.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 17.0 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.

## 18.0 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 Section 18.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 19.0 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.”

## 20.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 20.1. submitted a false certification as provided under Florida Statute 287.135(5);  
or
- 20.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

- 20.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 20.4. been engaged in business operations in Cuba or Syria; or
- 20.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 21.0 AVAILABILITY OF FUNDS

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

## 22.0 AUDIT AND EXAMINATION OF RECORDS

### 22.1 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.

22.2 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.

22.3 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) business 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.

22.4 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.

22.5 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.

22.6 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.

### 23.0 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 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

### 24.0 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: CDM Smith, Inc.  
101 Southhall Lane, Suite 200  
Maitland, Fla. 32751  
Attn: Jon Gibson, P.E.

CDM Smith, Inc.  
101 Southhall Lane, Suite 200  
Maitland, Fla. 32751  
Attn: Amelia H. Davies

## 25.0 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.

## 26.0 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.

## 27.0 ASSIGNMENT

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

## 28.0 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.

## 29.0 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.

## 30.0 ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on August 13, 2020.

**CDM SMITH, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for CFX

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT “A”  
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT**

**I. PURPOSE**

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001545R, S.R. 417 Widening from I-Drive to Landstar Boulevard, Project No.'s 417-141 and 417-142.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

**II. GENERAL REQUIREMENTS**

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

**III. BEGINNING AND LENGTH OF SERVICES**

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For the purposes of Exhibit B, Method of Compensation, the term will be established upon determination of the construction contract schedule duration.



#### IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

##### A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

##### B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work, as required, to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices for inspection of construction projects are set forth in the FDOT and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

##### C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide

or approved variation shall be met. In complying with the guide, the CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT, through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT, as required by the project documents, will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

#### D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a roadway and bridge construction diary, including weather.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.
10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.
13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the

marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.
18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.
19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.
20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.
21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared, and a copy transmitted to CFX within two (2) business days following the meeting.
22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the contractor's baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel. In the event a position and/or description is not provided below, use the current FDOT CEI Scope of Services for minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction

regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual and/or supporting pay item quantity documentation
- G. CFX Construction Project Administration Procedures.



- H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

## VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX unless specifically detailed in the costs and fees as provided in the Method of Compensation.

- A. FDOT Standard Specifications for Road and Bridge Construction, edition required by contract documents.
- B. FDOT Roadway and Traffic Design Standards, edition required by contract documents.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders,

sample cartons, sample bags, sample cans and other expendable type testing supplies.

- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.
- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

#### VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to

the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

#### IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

#### X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added with out the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over \$25,000.00 without documented prior authorization of CFX Board.

#### XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement but may be required to supplement the CONSULTANT's services under the Agreement.

- A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

#### XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

**CONSENT AGENDA ITEM  
#4**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 24, 2020

SUBJECT: Approval of Contract Award to Metric Engineering, Inc. for  
Construction Engineering and Inspection (CEI) Services for SR 417 Widening  
from Landstar Boulevard to Boggy Creek Road  
Project No. 417-149, Contract No. 001605

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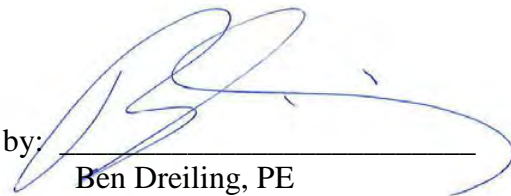
The Board approved on December 19, 2019, the final ranking and authorization to negotiate with firms for CEI Services for SR 417 widening from Landstar Boulevard to Boggy Creek Road.

The work will consist of providing CEI services related to the construction of SR 417 widening from Landstar Boulevard to Boggy Creek Road.

Board award of the contract to Metric Engineering, Inc. is requested in the not-to-exceed amount of \$7,000,000.00.

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

Reviewed by:



Ben Dreiling, PE  
Director of Construction

  
Glenn Pressimone, PE

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
METRIC ENGINEERING INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SERVICES  
FOR  
SR 417 WIDENING FROM LANDSTAR BOULEVARD TO  
BOGGY CREEK ROAD  
PROJECT NO. 417-149  
CONTRACT NO. 001605**

**CONTRACT DATE: AUGUST 13, 2020  
CONTRACT AMOUNT: \$7,000,000.00**

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

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

**FOR  
SR 417 WIDENING FROM LANDSTAR BOULEVARD TO BOGGY CREEK ROAD  
PROJECT NO. 417-149**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES**

**CONTRACT NO. 001605**

**AUGUST 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**



## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>                                     | <u>Page</u> |
|----------------|--|-------------|
| AG             | Agreement  | 1 to 18     |
|                | 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 of Interest Form |             |

## Table of Contents

|      |   |    |
|------|---|----|
| 1.0  | SERVICES TO BE PROVIDED .....                                       | 1  |
| 2.0  | TERM OF AGREEMENT .....   | 2  |
| 3.0  | PROJECT SCHEDULE .....  | 2  |
| 4.0  | PROFESSIONAL STAFF.....   | 2  |
| 5.0  | COMPENSATION.....   | 3  |
| 6.0  | DOCUMENT OWNERSHIP AND RECORDS .....                                | 4  |
| 7.0  | COMPLIANCE WITH LAWS .....  | 6  |
| 8.0  | WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....              | 6  |
| 9.0  | TERMINATION .....   | 6  |
| 10.0 | ADJUSTMENTS.....  | 7  |
| 11.0 | HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY .....         | 7  |
| 12.0 | INFRINGEMENT OF PATENTS AND COPYRIGHTS.....                         | 9  |
| 13.0 | INSURANCE .....   | 9  |
| 14.0 | COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....             | 11 |
| 15.0 | CONFLICT OF INTEREST AND STANDARD OF CONDUCT.....                   | 11 |
| 16.0 | DOCUMENTED ALIENS.....  | 12 |
| 17.0 | E-VERIFY CLAUSE .....   | 13 |
| 18.0 | INSPECTOR GENERAL.....  | 13 |
| 19.0 | PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.. | 13 |
| 20.0 | COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 .....             | 14 |
| 21.0 | AVAILABILITY OF FUNDS .....   | 14 |
| 22.0 | AUDIT AND EXAMINATION OF RECORDS.....                               | 14 |
| 23.0 | GOVERNING LAW AND VENUE.....  | 15 |
| 24.0 | NOTICE .....  | 16 |
| 25.0 | HEADINGS.....   | 16 |
| 26.0 | CONTRACT LANGUAGE AND INTERPRETATION.....                           | 16 |
| 27.0 | ASSIGNMENT .....  | 17 |
| 28.0 | SEVERABILITY .....  | 17 |
| 29.0 | INTEGRATION.....  | 17 |
| 30.0 | ATTACHMENTS .....   | 17 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
CONTRACT NO. 001605, PROJECT NO. 417-149**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August 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, 2014, (Chapter 348, Part V, Florida Statutes) hereinafter called the “CFX” and Metric Engineering, Inc. hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 525 Technology Park, Suite 153, Lake Mary, Florida 32746.

WITNESSETH:

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

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

1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001605, SR 417 Widening from Landstar Blvd to Boggy Creek Road. The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit “A”**, Scope of Services, attached hereto and made a part hereof.

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

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

CFX’s Director of Construction or his authorized designee 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 Director of Construction and the CONSULTANT shall comply with all of the directives of the Director of Construction 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 Director of Construction.

The work covered by this Agreement includes providing CEI services for Contract No. 001605 including, but not necessarily limited to, *construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.*

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

## 2.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed from CFX which includes the construction period of 28 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 30 months.

## 3.0 PROJECT SCHEDULE

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.

## 4.0 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 the required services and shall have due regard for acceptable standards of construction engineering and inspection 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. 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:

|  |                              |
|--|------------------------------|
| Consulex Corrosion Professionals       | Echezabal & Associates, Inc. |
| Elipsis Engineering & Consulting, LLC. | GRL Engineers, Inc.          |
| HDR, Inc.                              | Page One Consultants, Inc.   |
| Pennoni & Associates, Inc.             | PI Consulting Services, LLC. |
| Roberts Consulting Services, 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.

## 5.0 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 \$7,000,000.00. 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 negligent, reckless or intentionally wrongful 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 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.

## 6.0 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 525 Technology Park, Suite 153, Lake Mary, Florida 32746.

Notwithstanding Section 14, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

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

**Expressway Authority, 4974 ORL Tower Road, Orlando, FL.  
32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

The obligations in Section 6.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 7.0 COMPLIANCE WITH LAWS

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

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

7.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

## 8.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Paragraph 5.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 5.0 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.

## 9.0 TERMINATION

Upon written notice, 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 in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in Exhibit "B", 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 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 Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

#### 10.0 ADJUSTMENTS

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

#### 11.0 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 11.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 12.0 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 12.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 13.0 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.

13.1 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.

13.2 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.

13.3 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.

13.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

Any deductible or self-insured retention must be declared to and approved by CFX. At the

option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requested by 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.

#### 14.0 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 Paragraph 8.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of 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 trademarks, service marks, or 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 Marks is utilized, the Marks shall be properly screened to insure all layers of the Marks 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.

#### 15.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and

agreed that the term “fee” shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

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

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

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

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

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

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

## 16.0 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 16.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 17.0 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.

#### 18.0 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 Section 18.0, Inspector General, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 19.0 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.”

## 20.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 20.1. submitted a false certification as provided under Florida Statute 287.135(5);  
or
- 20.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 20.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 20.4. been engaged in business operations in Cuba or Syria; or
- 20.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 21.0 AVAILABILITY OF FUNDS

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

## 22.0 AUDIT AND EXAMINATION OF RECORDS

### 22.1 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.



22.2 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.

22.3 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) business 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.

22.4 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.

22.5 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.

22.6 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.

## 23.0 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 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 24.0 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, Fla. 32746  
Attn: Edward DeCresie, Vice President

Metric Engineering, Inc.  
525 Technology Park, Suite 153  
Maitland, Fla. 32746  
Attn: Bert Woerner, P.E.

## 25.0 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.

## 26.0 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.

#### 27.0 ASSIGNMENT

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

#### 28.0 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.

#### 29.0 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.

#### 30.0 ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on August 13, 2020.

**METRIC ENGINEERING INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

Approved as to form and execution, only.

\_\_\_\_\_  
General Counsel for CFX

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT “A”  
SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT**

**I. PURPOSE**

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001605, S.R. 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

**II. GENERAL REQUIREMENTS**

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

**III. BEGINNING AND LENGTH OF SERVICES**

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For the purposes of Exhibit B, Method of Compensation, the term will be established upon determination of the construction contract schedule duration.

#### IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

##### A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

##### B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work, as required, to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices for inspection of construction projects are set forth in the FDOT and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

##### C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide

or approved variation shall be met. In complying with the guide, the CONSULTANT shall perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT, through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT, as required by the project documents, will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

#### D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:



1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.
5. Maintain a roadway and bridge construction diary, including weather.
6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.
7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.
8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor's survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.
10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.
11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.
12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.
13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.
15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the

marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.
18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.
19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.
20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.
21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared, and a copy transmitted to CFX within two (2) business days following the meeting.
22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the contractor's baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor's monthly schedule updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel. In the event a position and/or description is not provided below, use the current FDOT CEI Scope of Services for minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction

regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

- A. Project Construction Contract.
- B. Project Construction (Design) Drawings.
- C. Project Supplemental Specifications.
- D. Project Special Provisions.
- E. R.O.W. Drawings, geotechnical reports, permits and similar documents.
- F. Copy of the original plan quantities project computation manual and/or supporting pay item quantity documentation
- G. CFX Construction Project Administration Procedures.

- H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

## VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX unless specifically detailed in the costs and fees as provided in the Method of Compensation.

- A. FDOT Standard Specifications for Road and Bridge Construction, edition required by contract documents.
- B. FDOT Roadway and Traffic Design Standards, edition required by contract documents.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders,

sample cartons, sample bags, sample cans and other expendable type testing supplies.

- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.
- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

#### VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to



the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

#### IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

#### X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added without the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over \$25,000.00 without documented prior authorization of CFX Board.

#### XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement but may be required to supplement the CONSULTANT's services under the Agreement.

- A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

#### XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

**CONSENT AGENDA ITEM  
#5**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 28, 2020

SUBJECT: Approval of Terracon Consultants, Inc. as a Subconsultant for Dewberry Engineers, Inc. for General Engineering Consultant Services  
Contract No. 001145

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Board approval of Terracon Consultants, Inc. as a subconsultant to Dewberry Engineers, Inc. to perform geotechnical reviews is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:   
\_\_\_\_\_  
Will Hawthorne, PE  
Director of Engineering

  
\_\_\_\_\_  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant: Dewberry Engineers, Inc. Date: July 13, 2020

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

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: Terracon Consultants, Inc.

Address: 1675 Lee Road, Winter Park, FL 32789

Phone No.: (407) 740-6110

Federal Employee ID No.: 42-1249917

Description of Services to Be Sublet: Geotechnical Reviews

Estimated Beginning Date of Sublet Services: 8/15/20

Estimated Completion Date of Sublet Services: 12/8/21

Estimated Value of Sublet Services\*: \$ greater than \$25,000

\*(Not to exceed \$25,000 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: *R. Keith Jackson*  
(Signature of Consultant Representative)

Program Manager  
Title

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

Date: 07/21/2020

Approved by: *[Signature]*  
(Signature of Appropriate Chief)

Date: 07/27/2020

**Attach Subconsultant's Certificate of Insurance to this Request.**

**CONSENT AGENDA ITEM  
#6**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 28, 2020

SUBJECT: Approval of First Contract Renewal with CDM Smith, Inc.  
for Traffic and Earnings Consultant Services  
Contract No. 001300

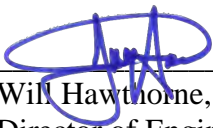
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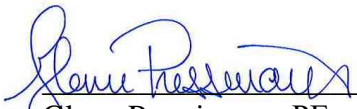
Board approval is requested for the first renewal of the referenced contract with CDM Smith, Inc in the amount of \$1,200,000.00 for one year beginning on October 2, 2020 and ending October 1, 2021. The original contract was for three years with two one-year renewals.

The services to be performed under this renewal are to provide traffic and earning consultant services.

|                              |                       |
|------------------------------|-----------------------|
| Original Contract            | \$2,500,000.00        |
| Supplemental Agreement No. 1 | 950,000.00            |
| First Renewal                | <u>\$1,200,000.00</u> |
| Total                        | \$4,650,000.00        |

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

Reviewed by:   
Will Hawthorne, PE  
Director of Engineering

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001300**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and CDM SMITH, INC., registered and authorized to conduct business in the State of Florida, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated July 13, 2017, (collectively, the “Original Agreement”), with a Notice to Proceed date of October 2, 2017, whereby CFX retained the Consultant to perform traffic and earnings consultant services; and

**WHEREAS**, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on October 2, 2020 and end on October 1, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$1,200,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.



**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**CDM SMITH, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1  
TO  
AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES  
CONTRACT NO. 001300**

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 13<sup>th</sup> day of June 2019, by and between the Central Florida Expressway Authority (“CFX”) and CDM Smith, Inc., (“Consultant”).

**WITNESSETH:**

WHEREAS, CFX and the Consultant on July 13, 2017, entered into an Agreement whereby CFX retained the Consultant to traffic and earnings consultant services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$950,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated July 13, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$950,000.00 which shall make the total not-to-exceed amount of the Contract \$3,500,000.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant’s waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Director of Procurement

19 JUN 24 PM 2:13

**CDM SMITH, INC.**

By: 

Title: CLIENT SERVICE LEADER

Attest:  (Seal)



Approved as to form and execution, only.

General Counsel for CFX



# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
CDM SMITH, INC.**

**TRAFFIC AND EARNINGS CONSULTANT SERVICES**

**CONTRACT NO. 001300**

**CONTRACT DATE: JULY 13, 2017**

**CONTRACT AMOUNT: \$2,550,000.00**

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

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

**FOR**

**TRAFFIC AND EARNINGS CONSULTANT SERVICES**

**CONTRACT NO. 001300**

**JULY 2017**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of July, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and CDM Smith, 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 101 Southhall Lane, Suite 200, 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. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish Traffic and Earning Services in accordance with Contract No. 001300.

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

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

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

### 3.0 TERM OF AGREEMENT AND RENEWALS

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

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

### 4.0 PROJECT SCHEDULE

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

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

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

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be



stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

## 5.0 PROFESSIONAL STAFF

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

|   |  |
|---|--|
| Florida Transportation Engineering, Inc. (Class II) | Resource Systems Group, Inc.             |
| Fishkind & Associates, Inc. (Class II)              | Accurate Traffic Counts, Inc. (Class II) |
| AVCON, Inc.   | SBuse Consulting (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 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A"**. A Supplemental Agreement will be required for the additional work. The CONSULTANT shall also provide assistance to the CFX's Project Manager with other related tasks as directed.

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

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

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

## 7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$2,550,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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

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

of the applicable regulations will govern. Whenever travel costs are included in **Exhibit "B"**, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

## 8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 101 Southhall Lane, Suite 200, 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 contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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

## 9.0 COMPLIANCE WITH LAWS

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

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

## 10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further

agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

#### 11.0 TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

## 12.0 ADJUSTMENTS

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

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

## 13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

#### 14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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



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

The obligations in Section 14.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 15.0 THIRD PARTY BENEFICIARY

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

#### 16.0 INSURANCE

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

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

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



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

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

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

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

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

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

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

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

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

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

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

#### 17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 8.0 hereof, such data or information is the property of CFX.

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

#### 18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

#### 19.0 DOCUMENTED ALIENS

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

#### 20.0 E-VERIFY CLAUSE

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

## 21.0 CONFLICT OF INTEREST

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

## 22.0 INSPECTOR GENERAL

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

## 23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

## 24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties

in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

#### 25.0 ASSIGNMENT

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

#### 26.0 AVAILABILITY OF FUNDS

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

#### 27.0 SEVERABILITY

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

#### 28.0 AUDIT AND EXAMINATION OF RECORDS

##### 28.1 Definition of Records:

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

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

28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

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

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

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

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

29.0 NOTICE

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

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

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

To CONSULTANT: CDM Smith, Inc.  
101 Southhall Lane, Suite 200  
Maitland, FL., 32751  
Attn: Hugh W. Miller Jr., PhD, PE

30.0 GOVERNING LAW AND VENUE

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

31.00 ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on July 13, 2017.

**CDM SMITH, INC.**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

BY: Amelia H. Davies  
Authorized Signature

BY: [Signature]  
Director of Procurement

Print Name: Amelia H Davies

Print Name: Aneth Williams

Title: Associate

Effective Date: 10/2/17

ATTEST: April Michelle Humphries (Seal)  
Secretary or Notary



*Approved as to form and execution. only.*

[Signature]  
General Counsel for CFX

2017 SEP 28 PM 4:10





FOR THE UNITED STATES OF AMERICA  
POST OFFICE - BOSTON  
MASSACHUSETTS

MASSACHUSETTS  
COMMISSION ON FEDERAL GOVERNMENT  
POST OFFICE - BOSTON  
MASSACHUSETTS

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Exhibit "A"**

**SCOPE OF SERVICES  
GENERAL TRAFFIC AND EARNINGS CONSULTANT SERVICES  
CONTRACT NO. 001300**

**I. PURPOSE**

The Central Florida Expressway Authority (CFX) requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on the CFX system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

The CONSULTANT shall provide qualified professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services.

CFX shall request CONSULTANT services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

**II. GENERAL REQUIREMENTS**

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in Exhibit D of the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed or managed from the CONSULTANT's or subconsultant's office located within CFX's regional area (defined as Orange, Lake, Osceola, Brevard and Seminole Counties).

### III. CONSULTANT SERVICES AND RESPONSIBILITIES

The CONSULTANT shall perform the following tasks in carrying out the requirements of the Agreement. The following tasks provide an example of work to be required, but are not intended to be all-inclusive:

#### A. Transportation Planning and Traffic Engineering

1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by CFX. Complete the required services under the direction of CFX's Project Manager.
2. Monitor and evaluate economic conditions on the state, regional and national levels and determine potential impact on toll traffic and revenues.
3. Update and/or review the land use information along CFX projects.
4. Maintain county demographic and land use information about CFX's project area.
5. Develop Planning Concept Reports.
6. Develop Design Traffic Reports
7. Special Studies as assigned.
8. Create and maintain a traffic forecasting model using FSUTMS.
9. Apply CFX's model and FSUTMS to:
  - Interpret model results.
  - Develop all system and design traffic.
  - Document the model results including assumptions.
10. Develop, implement and maintain a document control and filing system that shall govern the CONSULTANT's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.

#### B. System Review, Annual Report and Bonding Support

1. The CONSULTANT shall be knowledgeable of all covenants and provisions of CFX's current bond resolutions and shall perform operations consistent with these covenants and provisions.

2. Prepare and submit to CFX copies of an annual report on the traffic, toll and revenue aspects of CFX's operations. Included in the report shall be an updated projection of revenues for CFX's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.
3. Upon request by CFX, make preliminary suggestions on any traffic or toll matters.
4. Upon request by CFX, prepare studies to include, but not be limited to, the following:
  - Financial Feasibility
  - Toll Rate Structure
  - Bonding Capacity of Projects
5. Estimate the additional toll revenues that would be earned by CFX as a result of new projects or interchanges.
6. Certification of estimated project revenues for economic feasibility determination.
7. Review reports prepared by CFX staff or CFX consultants regarding projects that have potential for becoming CFX projects under the financial criteria established by the CFX.
8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from CFX staff, CFX's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.

C. Support for the General Engineering Consultant

1. As requested by the Project Manager, the CONSULTANT shall coordinate with and provide support to CFX's General Engineering Consultant for the following activities:
  - Miscellaneous traffic modeling.
  - Submittal and review of design traffic.
  - Operational analysis and traffic simulation.
  - Analysis of vehicle count and classification data.
  - System project review.

D. Meetings and Workshops

1. Attend meetings with CFX staff, consulting engineers, or other

individuals or agencies designated by the CFX.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

#### IV. CFX RESPONSIBILITIES

CFX will furnish, without cost to the CONSULTANT, the following information and data in connection with services authorized under terms of the Agreement:

- A. Furnish all CFX procedures, standards, and policies applicable to the services being provided by the CONSULTANT.
- B. Furnish drawings, specifications, schedules, reports and other information prepared by or for CFX by others which are available to CFX and which CFX considers pertinent to CONSULTANT's responsibilities as described herein.
- C. Furnish available traffic, safety (accident) and planning data.

#### V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Agreement. Subconsultants shall be qualified and approved by CFX prior to performing any work assigned to them.

If subconsultant services are authorized, the CONSULTANT shall obtain a schedule of rates for review and approval by CFX prior to any work being performed.

END OF SECTION

**CONSENT AGENDA ITEM  
#7**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 28, 2020

SUBJECT: Approval of Supplemental Agreement No. 1 with Kissinger, Campo & Associates, Corp. for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike  
Project No. 429-154, Contract No. 001397

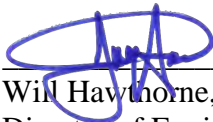
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Board approval of Supplemental Agreement No. 1 with Kissinger, Campo & Associates, Corp. in a not-to-exceed amount of \$946,786.90 is requested. The original contract was for five years with five one-year renewals.

The services to be provided include design services for the addition of auxiliary lanes between CR 535 and Florida's Turnpike and part-time shoulder use infrastructure.

|                              |                |
|------------------------------|----------------|
| Original Contract            | \$4,175,000.00 |
| Supplemental Agreement No. 1 | \$ 946,786.90  |
| Total                        | \$5,121,786.90 |

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

Reviewed by:   
Will Hawthorne, PE  
Director of Engineering

  
Glenn Pressimone, PE



**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**FINAL DESIGN**

**SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("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 KISSINGER, CAMPO & ASSOCIATES, CORP., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 13, 2019 and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 13, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$554,065.52 to \$2,640,394.70.
  - b. The Subcontract Items are adjusted upward by \$592,721.38 to \$2,371,774.06 as follows:

|  |              |
|--|--------------|
| • The Balmoral Group, LLC                  | \$28,490.37  |
| • ECHO UES, Inc.                           | \$29,467.83  |
| • Traffic Engineering Data Solutions, Inc. | \$195,632.49 |
| • Tierra, Inc.                             | \$339,130.70 |
  - c. The Allowance is adjustment downward by \$200,000 to \$109,618.14.
  - d. The Total Maximum Limiting Amount is adjusted upward by \$946,786.90 to \$5,121,786.90.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, 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 the Agreement, or any existing supplements or

amendments 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 this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

KISSINGER, CAMPO & ASSOCIATES, CORP.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form and execution for CFX's exclusive use and reliance.

By: \_\_\_\_\_  
Diego "Woody" Rodriguez  
General Counsel

# Exhibit "A"



## MEMORANDUM

**Date:** May 20, 2020  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Craig Noon, PE GCN  
**Subject:** Design Consultant Services - Contract 001397  
CFX Project No. 429-154  
SR 429 Widening from Tilden Road to Florida's Turnpike  
Supplemental Agreement No. 1

---

### Comments:

I have reviewed the fee sheet and scope of services submitted by Kisinger Campo and Associates. This requested contract amendment is to provide professional design services related to the addition of auxiliary lanes between CR 535 and FL's Turnpike, and PTSU Infrastructure which was not included in their original contract. These services include structural design services for outside widenings at both bridges crossing Stoneybrook West Parkway (North), structural design of PTSU gantries and other miscellaneous structures, geotechnical investigation, survey, ITS design, signing & pavement marking design, and lighting design due to the changes related to the PTSU.

The work authorization request is attached and additional costs are detailed below:

|                 |  |
|-----------------|--|
| \$ 554,065.52   | KCA as Prime                               |
| \$ 592,721.38   | <u>Total Additional Subconsultant Fees</u> |
| \$ 1,146,786.90 | 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 \$1,146,786.90.

Should you have questions or need additional information, please call me at 407-590-9293.

### CC:

Keith Jackson, PE Dewberry  
File



May 13, 2020

Mr. Glenn Pressimone, PE  
Chief of Infrastructure  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

RE: SR 429 Widening from Stoneybrook W. Pkwy. (South) to FTE  
**Supplemental Agreement No. 1 – Addition of Auxiliary Lanes and Incident Management/PTSU Infrastructure**  
Orange County, Florida  
CFX Project No. 429-154

Dear Mr. Pressimone,

Enclosed please find Kisinger Campo & Associates' supplemental fee proposal to add auxiliary lanes between CR 535 and FTE, and to add the infrastructure needed to operate an Incident Management/PTSU system on the SR 429-154 project.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

**Kisinger Campo & Associates Corp.**

A handwritten signature in blue ink that reads "Roger W. Rossitto".

Roger W. Rossitto, PE  
Project Manager

# Exhibit "A"

## **429-154 SCOPE OF SERVICES**

### **SUPPLEMENTAL AGREEMENT NO. 1**

#### **REQUESTED SCOPE CHANGES:**

1) Complete the design of all infrastructure needed for Incident Management on opening day and Part-time Shoulder Use (PTSU) in the future. This includes plans, quantities and specs for construction.

#### **WHAT THIS AFFECTS:**

CFX wants to go forward with the construction of all OH sign gantries identified in the latest SR 429 Conceptual Signing Plan (CSP). The Incident Management capabilities of the system will be operational on opening day. The PTSU lanes themselves will not be used on opening day; they will be used in a future year when traffic volumes/delays warrant their use.

The overall gantry layout and structural design is to accommodate all future static signs and dynamic message signs related to both PTSU and Incident Management.

Additional geotech borings and structural design is needed for the ultimate gantry and foundation designs.

ITS design is to include all fiber, power supply, conduit, pull boxes, control cabinets, etc. needed for Incident Management and future PTSU operations

To avoid bulb-outs in the median barrier at gantry foundation locations, the median barrier shall utilize the "Barrier-Mounted Dual Support Shielding – Minimum Width" design option shown in FDOT Standard Plans, Index 521-001, Sheet 8 of 26.

2) Add Auxiliary Lanes to the SR 429 mainline, in both NB and SB directions, between CR 535 and FTE.

#### **WHAT THIS AFFECTS:**

Parsons (429-152) and KCA (429-154) will design full width Auxiliary Lanes to their respective Begin/End Project Limit at Sta. 1126+00.

+/- 1 mile of outside mainline widening in the SB direction. Starts at KCA's End Project Limits (Parsons's Begin Project Limit) and connects to the existing SB CR 535 Exit ramp deceleration lane.

+/- 1.4 miles of outside mainline widening in the NB direction. Starts where the existing CR 535 NB entrance ramp acceleration lane ends and connects to Parsons project at KCA's End Project Limit.

## Exhibit "A"

Outside widening of both bridges over Stoneybrook W. Pkwy. (North) including new MSE walls

Impacts the mainline embankment slopes and any ditches at the foot of the slopes.

Note: CFX criteria is to provide 10' minimum (15' preferred) maintenance access between the R/W fence and toe of slope or wall.

Impacts existing ITS infrastructure (FON, cabinets, pull boxes, poles, etc.) located in the outside shoulder in both directions. Any new ITS poles will require geotech borings and structural design.

Additional pavement marking for aux. lane. area

Impact existing lighting needs to be replaced

Existing OH sign structures in the Aux. Lane area, that were to remain, will need to be evaluated for CZ violation and replaced as needed.

Drainage design including additional ditch and pond analysis, cross drain extensions, additional hydroplaning analysis, additional impervious may require weir modifications.

Need additional roadway augers, embankment borings for Aux. Lane area.

Two SPT borings for outside bridge widening

Need additional surveying of Stoneybrook W. Pkwy (North) including topo and utilities and the two additional SPT borings.

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
KISINGER, CAMPO & ASSOCIATES, CORP.**

**DESIGN PROFESSIONAL SERVICES FOR  
S.R. 429 WIDENING FROM STONEYBROOK WEST  
PARKWAY (SOUTH) TO FLORIDA'S TURNPIKE**

**CONTRACT NO. 001397, PROJECT 429-154**

**CONTRACT DATE: JUNE 13, 2019  
CONTRACT AMOUNT: \$4,175,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, DETAILS OF COSTS AND FEES,  
PROJECT ORGANIZATIONAL CHART, PROJECT  
LOCATION MAP, SCHEDULE, AND POTENTIAL  
CONFLICT DISCLOSURE FORM**



**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS  
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT  
LOCATION MAP, SCHEDULE, AND POTENTIAL CONFLICT DISCLOSURE FORM**

**FOR**

**S.R. 429 WIDENING FROM STONEYBROOK WEST PARKWAY (SOUTH) TO  
FLORIDA'S TURNPIKE**

**DESIGN PROFESSIONAL SERVICES**

**CONTRACT NO. 001397  
PROJECT 429-154**

**JUNE 2019**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>                                    |        |
|----------------|---|--------|
| AG             | Agreement                                       | 1 - 19 |
| A              | Exhibit "A", Scope of Services                  |        |
| B              | Exhibit "B", Method of Compensation             |        |
| C              | Exhibit "C", Details of Cost and Fees           |        |
| D              | Exhibit "D", Project Organization Chart         |        |
| E              | Exhibit "E", Project Location Map               |        |
| F              | Exhibit "F", Schedule                           |        |
| G              | Exhibit "G", Potential Conflict Disclosure Form |        |

(Agreement for Design Professional Services for SR 429 Widening  
from Stoneybrook West Parkway (South) to Florida's Turnpike)

Table of Contents

|       |   |    |
|-------|---|----|
| 1.0.  | DEFINITIONS .....   | 1  |
| 2.0.  | SERVICES TO BE PROVIDED .....   | 1  |
| 3.0.  | TERM OF AGREEMENT AND RENEWALS .....                                    | 2  |
| 4.0.  | PROJECT SCHEDULE .....  | 2  |
| 5.0.  | PROFESSIONAL STAFF .....  | 3  |
| 6.0.  | COMPENSATION .....  | 4  |
| 7.0.  | DOCUMENT OWNERSHIP AND RECORDS .....                                    | 5  |
| 8.0.  | COMPLIANCE WITH LAWS .....  | 7  |
| 9.0.  | WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....                  | 7  |
| 10.0. | TERMINATION .....   | 7  |
| 11.0. | ADJUSTMENTS .....   | 8  |
| 12.0. | HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY .....             | 8  |
| 13.0. | INFRINGEMENT OF PATENTS AND COPYRIGHTS .....                            | 9  |
| 14.0. | INSURANCE .....   | 10 |
| 15.0. | COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS .....                | 12 |
| 16.0. | CONFLICT OF INTEREST AND STANDARD OF CONDUCT .....                      | 12 |
| 17.0. | DOCUMENTED ALIENS .....   | 13 |
| 18.0. | E-VERIFY CLAUSE .....   | 13 |
| 19.0. | INSPECTOR GENERAL .....   | 14 |
| 20.0. | PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT ..... | 14 |
| 21.0. | COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 .....                 | 14 |
| 22.0. | AVAILABILITY OF FUNDS .....   | 15 |
| 23.0. | AUDIT AND EXAMINATION OF RECORDS .....                                  | 15 |
| 24.0. | GOVERNING LAW AND VENUE .....   | 16 |
| 25.0. | NOTICE .....  | 16 |
| 26.0. | HEADINGS .....  | 17 |
| 27.0. | CONTRACT LANGUAGE AND INTERPRETATION .....                              | 17 |
| 28.0. | ASSIGNMENT .....  | 17 |
| 29.0. | SEVERABILITY .....  | 17 |
| 30.0. | INTEGRATION .....   | 18 |
| 31.0. | ATTACHMENTS .....   | 18 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of June 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Kisinger, Campo & Associates, Corp., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 135 W. Central Blvd., 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 SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike identified as Project 429-154 and Contract No. 001397.

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:

|   |  |
|---|--|
| The Balmoral Group, LLC (Class I)                         | I.F. Rooks & Associates, LLC (Class I) |
| Brindley Pieters and Associates, Inc. (Class I)           | Kittelson & Associates, Inc. (Class I) |
| ECHO UES, Inc. (Class I and class II (survey))            | KCCS, Inc. (Class I)                   |
| Geodata Consultants, Inc. (Class I and class II (survey)) | Tierra, Inc. (Class II)                |
| Traffic Engineering Data Solutions, Inc. (Class I)        |  |

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 \$4,175,000.00 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 135 W. Central Blvd., Suite 300, Orlando, FL. 32801.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.



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

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

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

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

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

#### 8.0. COMPLIANCE WITH LAWS

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

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

#### 9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

#### 10.0. TERMINATION

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

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

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

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

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

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

#### 11.0. ADJUSTMENTS

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

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

#### 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

#### 14.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/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.

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

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

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

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

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

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

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements

have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

#### 15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and

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

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

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

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

#### 17.0. DOCUMENTED ALIENS

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

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

#### 18.0. E-VERIFY CLAUSE

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



## 19.0. INSPECTOR GENERAL

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

## 20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

## 21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

## 22.0. AVAILABILITY OF FUNDS

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

## 23.0. AUDIT AND EXAMINATION OF RECORDS

### 23.1 Definition of Records:

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

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

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

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

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all

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: Kisinger, Campo & Associates, Corp.  
111 N. Magnolia Avenue, Suite 1050  
Orlando, FL 32801  
Attn: Roger Rossitto, P.E.

Kisinger, Campo & Associates, Corp.  
111 N. Magnolia Avenue, Suite 1050  
Orlando, FL. 32801  
Attn: Thomas J. Shaw, P.E.

## 26.0. HEADINGS

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

## 27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

## 28.0. ASSIGNMENT

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

## 29.0. SEVERABILITY

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

**30.0. INTEGRATION**

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

**31.0. ATTACHMENTS**

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


[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 13, 2019.

**KISINGER, CAMPO & ASSOCIATES, CORP.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY:   
Authorized Signature

BY:   
Director of Procurement

Print Name: Paul G. Foley, P.E.

Print Name: Aneth Williams


Title: President

Effective Date: 6/17/19

ATTEST:  (Seal)  
(Ronald E. Gott) Secretary or Notary

'19 JUN 5 AM 11:02

*Approved as to form and execution, only.*

  
General Counsel for CFX



**EXHIBIT A**

**SCOPE OF SERVICES**

**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 429 WIDENING FROM STONEYBROOK  
WEST PARKWAY (SOUTH) TO FLORIDA'S  
TURNPIKE**

**PROJECT NO. 429-154**

**IN ORANGE COUNTY, FLORIDA**

**April 19, 2019**



Exhibit A  
SCOPE OF SERVICES  
TABLE OF CONTENTS

| <u>Description</u>                               | <u>Page No. A-</u> |
|--|--------------------|
| 1.0 GENERAL.....                                 | 5                  |
| 1.1 Location.....                                | 5                  |
| 1.2 Description .....                            | 5                  |
| 1.3 Purpose.....                                 | 5                  |
| 1.4 Organization .....                           | 6                  |
| 1.5 Term of Agreement for Design Services.....   | 6                  |
| 2.0 STANDARDS .....                              | 7                  |
| 3.0 DESIGN CRITERIA.....                         | 8                  |
| 3.1 General .....                                | 8                  |
| 3.2 Geometry.....                                | 8                  |
| 3.3 Bridge and Other Structures .....            | 10                 |
| 4.0 WORK PERFORMED BY CONSULTANT .....           | 11                 |
| 4.1 Design Features .....                        | 11                 |
| 4.2 Governmental Agencies .....                  | 11                 |
| 4.3 Preliminary Design Report - Review .....     | 11                 |
| 4.4 Surveys and Mapping.....                     | 12                 |
| 4.5 Geotechnical Investigation.....              | 14                 |
| 4.6 Contamination Impact Analysis .....          | 15                 |
| 4.7 Pavement Design.....                         | 15                 |
| 4.8 Borrow Pits.....                             | 15                 |
| 4.9 Governmental Agency and Public Meetings..... | 16                 |
| 4.10 Environmental Permits .....                 | 16                 |
| 4.11 Utilities .....                             | 17                 |
| 4.12 PTSU .....                                  | 18                 |
| 4.13 Roadway Design .....                        | 29                 |
| 4.14 Structures Design .....                     | 30                 |
| 4.15 Drainage Design.....                        | 31                 |

|      |  |    |
|------|--|----|
| 4.16 | Roadway Lighting .....                           | 32 |
| 4.17 | Traffic Engineering .....                        | 32 |
| 4.18 | Signing and Pavement Marking Plans .....         | 33 |
| 4.19 | Signalization Plans .....                        | 33 |
| 4.20 | Right-of-Way Surveys.....                        | 33 |
| 4.21 | Cost Estimates .....                             | 34 |
| 4.22 | Special Provisions and Specifications .....      | 34 |
| 4.23 | Fiber Optic Network (FON) .....                  | 34 |
| 4.24 | Toll Plazas .....                                | 40 |
| 4.25 | Post-Design Services.....                        | 40 |
| 5.0  | MATERIALS FURNISHED BY CFX OR ITS DESIGNEE ..... | 42 |
| 5.1  | Record Documents .....                           | 42 |
| 5.2  | Traffic Data .....                               | 42 |
| 5.3  | Other.....                                       | 42 |
| 6.0  | WORK PERFORMED BY CFX OR ITS DESIGNEE .....      | 43 |
| 6.1  | Right-of-Way Acquisition .....                   | 43 |
| 6.2  | Utility Agreements .....                         | 43 |
| 6.3  | Public Involvement .....                         | 43 |
| 6.4  | Contracts and Specifications Services.....       | 43 |
| 6.5  | Post-Design Services.....                        | 43 |
| 6.6  | Environmental Permits.....                       | 43 |
| 6.7  | Conceptual Specialty Design .....                | 44 |
| 7.0  | ADMINISTRATION.....                              | 45 |
| 7.1  | Central Florida Expressway Authority.....        | 45 |
| 7.2  | CFX's Project Manager.....                       | 45 |
| 7.3  | Consultant.....                                  | 45 |
| 7.4  | Project Control .....                            | 46 |
| 7.5  | Work Progress .....                              | 46 |
| 7.6  | Schedule .....                                   | 47 |
| 7.7  | Project Related Correspondence .....             | 47 |
| 7.8  | Quality Control.....                             | 47 |
| 7.9  | Consultant Personnel.....                        | 47 |
| 7.10 | Site Visit.....                                  | 47 |
| 7.11 | Acceptability of the Work .....                  | 48 |
| 7.12 | Design Documentation.....                        | 48 |

|      |  |    |
|------|--|----|
| 7.13 | Reviews and Submittals .....                                 | 49 |
| 7.14 | 30% Roadway Plan Submittal.....                              | 51 |
| 7.15 | 30% Bridge and Structural Plan Submittal .....               | 53 |
| 7.16 | 60% Roadway Plan Submittal.....                              | 53 |
| 7.17 | 90 % Bridge and Structure Plan Submittal.....                | 55 |
| 7.18 | 90% Roadway Plan Submittal.....                              | 55 |
| 7.19 | 100% Roadway, Bridge, Structural and Right-of-Way Plans..... | 57 |
| 7.20 | Pre-Bid Plans.....   | 57 |
| 7.21 | Bid Set.....   | 57 |

## **1.0 GENERAL**

### **1.1 Location**

- A. See EXHIBIT "E", Project Location Map.

### **1.2 Description**

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from Stoneybrook West Parkway (South) to Florida's Turnpike. Specifically, the project consists of widening to the inside for the additional general use lane and closing in the median to accommodate future Part-time shoulder use. All mainline bridges within the project limits; Stoneybrook West Parkway (South), CR 535 and Stoneybrook West Parkway (North) will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Exact limits will be set after coordination with the adjoining 429-152 project. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, tasks associated with analysis and development of the Part-time Shoulder Use Concept of Operations, scheduling and project control, progress reporting and other tasks and associated activities.

### **1.3 Purpose**

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

#### **1.4 Organization**

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

#### **1.5 Term of Agreement for Design Services**

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

- 1. Project Milestones:

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

- 2. Project Schedule:

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

## **2.0 STANDARDS**

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
  2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
  3. The FDOT Design Manual, latest edition, shall be used for this project.
  4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
  5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
  6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

### 3.0 DESIGN CRITERIA

#### 3.1 General

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

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

#### 3.2 Geometry

The following criteria are to be incorporated into the design:

| DESIGN ELEMENT                              | EXPRESSWAY                         |   | CROSSROADS/<br>COLLECTORS          |
|---|------------------------------------|---|------------------------------------|
|   | MAINLINE                           | RAMPS   |                                    |
| Design Speed, MPH                           | 70 mph                             | 30 mph (Loop)<br>50 mph (Diamond)<br>50 mph (Directional) | 30 Local<br>45 Urban<br>50 Rural   |
| Horizontal Alignment<br>Max. Curve, Degrees | 3° 30'                             | 24° 45' Loop<br>8° 15' Diamond<br>8° 15' Directional      | 20°                                |
| Max. Superelevation, ft/ft.                 | 0.10                               | 0.10  | 0.05 Urban<br>0.10 Rural           |
| Lane Drop Tapers                            |                                    |   |                                    |
| Transitions                                 | 70:1                               | 50:1  |                                    |
|   | Use spirals for<br>curves > 1° 30' | Use spirals for curves ><br>1° 30'                        | Use spirals for<br>curves > 1° 30' |
| Vertical Alignment<br>Max. Grade            | 3%                                 | 5% to 7% (30 mph)<br>3% to 5% (50 mph)                    | 5% Arterial Rural<br>7% Collector  |

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



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

### Ramp Operations

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

### Right of Way

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

### **3.3 Bridge and Other Structures**

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

#### **4.0 WORK PERFORMED BY CONSULTANT**

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

##### **4.1 Design Features**

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

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 429 inside widening from Stoneybrook West Parkway (South) (Station 938.00 +/-) to Florida's Turnpike (Station 1126.00 +/-). Specifically, the project consists of widening to the inside for the additional general use lane and closing in the median to accommodate future Part-time shoulder use. All mainline bridges within the project limits; Stoneybrook West Parkway (South), CR 535 and Stoneybrook West Parkway (North), will also be widened to accommodate the appropriate shoulder widths, additional general use lane or ramp modifications as per the concept. Additional elements include milling & resurfacing, surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization (if needed), ITS, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

##### **4.2 Governmental Agencies**

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

##### **4.3 Preliminary Design Report - Review**

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

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

#### **4.4 Surveys and Mapping**

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

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

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

#### **B. Alignment**

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

#### **C. Reference Points**

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

#### **D. Bench Levels**

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

#### **E. Topography**

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100' from LAMP data.
3. Cross-sections will be performed at intervals along the mainline to support and validate LAMP DTM.
4. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include 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 project horizontal

and vertical control points and meet with the construction contractor to review these points.

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

**4.5 Geotechnical Investigation**

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.
- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### **4.6 Contamination Impact Analysis**

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

#### **4.7 Pavement Design**

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

#### **4.8 Borrow Pits**

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the

Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

#### **4.9 Governmental Agency and Public Meetings**

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

#### **4.10 Environmental Permits**

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

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

#### **4.11 Utilities**

##### **A. Location**

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

##### **B. Utility Coordination**

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant



shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.
8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

#### **4.12 PTSU**

##### **A. HCM Operational Analysis**

The FREEVAL software package will be used to conduct the operational analysis. FREEVAL is a powerful macroscopic freeway facility analysis tool based on Highway Capacity Manual (HCM) 6<sup>th</sup> Edition freeway facility methodologies. FREEVAL allows for the analysis of multiple HCM freeway segments (i.e. ramp junction, weaving sections, and basic freeway sections) using one 'run', as opposed to the traditional Highway Capacity Software (HCS) that requires individual assessments of each ramp, weaving section, and basic freeway section. The freeway facility methodology offers enhanced computational efficiency compared to individual segment analyses. The facilities methodology models queue propagation and dissipation and offers a more realistic assessment of congestion patterns when individual freeway segments reach LOS F with demands exceeding capacity. Use of FREEVAL will 1) save time vs traditional HCS analysis and vs microsimulation (i.e. VISSIM), 2) increases the accuracy of the freeway analysis as compared to traditional HCM analysis, and 3) provide the ability to efficiently do scenario

testing. FREEVAL also has capabilities of evaluating the operations of managed lanes, PTSU, work zones, and travel time reliability.

It is expected that KAI will work closely with CFX in an iterative and collaborative process throughout this task. This will involve interim deliverables, discussions, and feedback to review completed work. It is anticipated that KAI will discuss calibration results with CFX to verify the operations are consistent with existing conditions. Once the models are calibrated and agreed upon by CFX, it is anticipated another discussion with CFX will occur to present the results of the various future build scenarios. The following summarizes the individual tasks anticipated in the FREEVAL operational analysis.

1. Data Collection.

KAI will obtain or collect the necessary data to complete the traffic operations analysis. The data collection efforts are summarized as follows:

a. Transportation System Data

KAI will collect transportation systems data including the road name, area type, roadway type, number of lanes, and posted speed limit. It is anticipated that this data will come from existing sources such as the RCI database, the 2017 Florida Traffic Online database, and aerial/street view imagery.

KAI will request 2019 HERE data from CFX within the limits of the study corridors to be used for FREEVAL model calibration purposes.

It is not expected that specific traffic counts will need to be collected as part of this study. If specific traffic counts are needed as part of this study, they will be furnished by CFX.

KAI will request historical incident data or monthly crash frequency data (most recent five years of data) along each study facility to aid in the travel time reliability analysis to be completed as part of Task 1.6.

b. Project Design Files

KAI will request the most current design files for SR 417 and SR 429 to be utilized in the operational assessment of the future conditions and future alternatives. It is expected that the design files will include the roadway line work as well as the pavement markings (to be used to identify lane configurations). It is expected that a .kmz file and a .pdf of the design plans will be provided to KAI by CFX.

2. Existing Volume Development.

It is anticipated KAI will be provided with a balanced set of existing year (2019) AM and PM peak hour volumes to be used in calibration of the existing conditions FREEVAL models along SR 417 and SR 429. CFX will also provide the existing truck percentages along the two facilities to be used in the operational analysis. This will include a breakdown of single-unit trucks and tractor trailer truck percentages. KAI will also request 48-hr volume and/or classification count data along SR 417 and SR 429 from CFX. The mainline data will be used to develop daily volume profiles to be used in estimating “shoulder” hours on either side of the AM and PM peak hours (two separate, three-hour analyses). KAI will coordinate with CFX on additional analysis periods (weekday off-peak, weekend peak period, etc.) if needed.

3. Existing Geometric Network Development and Calibration.

It is expected that the limits of the FREEVAL model for SR 417 will be from International Drive to SR 528. It is expected that the limits of the FREEVAL model for SR 429 will be from just south of Stoneybrook Parkway to SR 414. Intersections will not be included in the model development.

FREEVAL geometric models will be developed for the following existing scenarios and analysis periods:

- a. SR 417 northbound – 2019 AM and PM peak periods
- b. SR 417 southbound – 2019 AM and PM peak periods
- c. SR 429 northbound – 2019 AM and PM peak periods
- d. SR 429 southbound – 2019 AM and PM peak periods

Florida-specific “default” Capacity Adjustment Factors (CAFs) will be used to adjust capacities within the merge, diverge, and weave influence areas. These factors are based on research conducted by the University of Florida and FDOT. The HERE data collected as part of Task 1.1 will be used as speed and travel time calibration targets.

4. Design Year Geometric Network Development.

Data from straight line diagrams, Google Earth, design plans, and the .kmz of the build scenario will be utilized to identify key distances and geometric features of the model network. Intersections will not be included in the model development. FREEVAL geometric models will be developed for the following scenarios:

- a. **No-Build: northbound and southbound directions:**  
It is assumed that this will include the existing roadway configurations along SR 417 and SR 429 and can include planned interchange improvements along the facilities. It will not include PTSU.
- b. **Two Build Alternatives: northbound and southbound directions:**  
It is assumed that KAI will coordinate with CFX on two build scenarios to evaluate (two for each facility).

5. **Future Year Volume Development.**

It is anticipated KAI will be provided with a balanced set of design year (2045) AM and PM peak hour volumes to be used in calibration of the existing conditions FREEVAL models along SR 417 and SR 429. Unless instructed otherwise by CFX, KAI will use the existing daily volume profiles to estimate “shoulder” hours on either side of the 2045 AM and PM peak hours. KAI will also utilize the existing truck percentages (single unit and tractor trailer) in the 2045 AM and PM peak period analyses.

6. **Operational Analysis.**

FREEVAL will be utilized to conduct the HCM based operational analysis for both the northbound and southbound directions along SR 417 and SR 429. It is anticipated that CFX will provide a year of failure (interim year) and the associated volumes to KAI to evaluate the need for the PTSU system. KAI will evaluate how the facilities will operate in interim year and during the design year (2045 peak period).

The following analysis scenarios along SR 417 and SR 429 will be analyzed:

- a. **Existing**
  - i. 2019 AM and PM peak periods
- b. **No-Build**
  - i. Interim Year AM and PM peak periods
  - ii. 2045 AM and PM peak periods
- c. **Build Option 1**
  - i. Interim Year AM and PM peak periods
  - ii. 2045 AM and PM peak period
- d. **Build Option 2**

- i. Interim Year AM and PM peak periods
- ii. 2045 AM and PM peak period

In addition to the recurring congestion analysis, a non-recurring travel time reliability (TTR) analysis will be conducted for the Build scenarios to understand the impacts of incidents, weather, and demand on operations along each study facility. The data collected in Task 1.1 will be utilized as inputs into the TTR analysis. This will aid in understanding the operations of the various Operational Scenarios of the PTSU system (to be discussed in Task 2).

7. Technical Memorandum.

KAI will prepare a technical memorandum summarizing the operational analysis results, including figures, tables, and supporting documentation for each of the SR 417 and SR 429 study facilities and will be submitted for review. One round of comments will be addressed, and a final memorandum will be submitted for each facility.

B. Concept of Operations (ConOps) Document.

KAI will lead the development of a ConOps document for the PTSU strategy along both the SR 417 and SR 429 facilities (two separate documents). KAI will lead items 1, 2, and 7 of the ConOps and coordinate with CFX and CFX's consultants to address items 3-6. Coordination with FDOT's Traffic Management Center staff will also be crucial in the development of the ConOps document. The ConOps document will answer the following questions:

- Who are the stakeholders involved with the system?
- What are the known elements and high-level capabilities of the system?
- When is the time sequence of activities that will be performed?
- What are the geographical and physical extents of the system?
- Why are the improvements needed?
- How will this be designed, built, or retrofitted to the system?

The ConOps will include the following elements as noted in the *Planning for TSM&O Guidebook*. The guidebook was prepared by FDOT District Five (with two KAI co-authors) as part of the Strategic Highway Research Program 2 (SHRP 2).

1. Introduction

Should include the document outline, the purpose & need of the project, goals & objectives, and boundaries of the system.

2. Reference Documentation

Any supporting documentation such as: business planning documents, related system ConOps & requirements, studies identifying operational needs, meeting minutes.

3. **Operational Description**

An overview of how the improvements will be implemented; user activities, operational process, and organizational/personnel structures required.

4. **Operational Needs**

An outline of what is necessary for the agency/region to implement the system and/or complement/improve the existing system.

5. **System Overview**

High-level description of the key system components and the interrelationships among the elements (e.g. system capabilities, goals and objectives of the system).

6. **Operational Support**

Description of the overall system needs; this does not include the design details such as vendor hardware.

7. **Operational Scenarios**

The system's impact under general conditions such as, normal, peak hour or stress, maintenance mode, failure events, and how it handles anomalies.

8. **Identification of Key Stakeholders and Project Vision/Goals Development.**

KAI will work directly with CFX to determine a list of key stakeholders in the development of the SR 417 and SR 429 ConOps. The following stakeholders could be considered, and it is anticipated that additional stakeholders will be engaged:

- a. Central Florida Expressway Authority
- b. Florida Department of Transportation District Five
- c. Florida's Turnpike Enterprise
- d. City of Orlando
- e. MetroPlan Orlando

- f. Disney
- g. Orange County
- h. Lynx
- i. Local Law Enforcement and County Sheriff
- j. Fire and Rescue Departments
- k. Emergency Medical Services
- l. Florida Highway Patrol
- m. Media/Information Service Providers
- n. Design Teams

KAI will work directly with CFX and the identified key stakeholders to develop a project visions, mission, and set of goals for the PTSU ConOps documents along both study facilities.

9. References.

KAI will identify a list of supporting references and resources in developing the ConOps. Some resources that will be considered are:

- a. Developing and Using a Concept of Operations in Transportation Management Systems (FHWA 2005)
- b. Use of Freeway Shoulders for Travel – Guide for Planning, Evaluating, and Designing Part-Time Shoulder Use as a Traffic Management Strategy (FHWA 2016)
- c. Planning for TSM&O Guidebook (FHWA 2017)
- d. Active Traffic Management (ATM) Implementation and Operations Guide (FHWA 2017)
- e. Implementing Bus on Shoulder in Florida – Statewide Guidance (FDOT 2017)

10. Description of Existing System.

This task will focus on the collection and analysis of existing conditions information. This will include the following:

- a. Interchange/Toll Plaza Inventory
  - i. SR 417 (12 Interchanges and 2 Toll Plazas)
    - 1) Osceola Parkway
    - 2) SR 536
    - 3) Toll Plaza west of Hunter’s Vista Boulevard
    - 4) John Young Parkway
    - 5) Orange Blossom Trail
    - 6) Florida Turnpike (SR 91)
    - 7) Landstar Boulevard

- 8) Toll Plaza west of Wyndham Lake Boulevard
  - 9) Boggy Creek Road/Jeff Fuqua Boulevard
  - 10) Lake Nona Boulevard
  - 11) Narcoossee Road
  - 12) Moss Park Road
  - 13) Dowden Road
  - 14) SR 528
  - ii. SR 429 (7 Interchanges and 1 Toll Plaza)
    - 1) Winter Garden Vineland Road (CR 535)
    - 2) Florida's Turnpike (SR 91)
    - 3) SR 50
    - 4) SR 438
    - 5) West Road/Clarcona-Ocoee Road
    - 6) Toll Plaza south of McCormick Road
    - 7) CR 437A (Ocoee-Apopka Road)
    - 8) SR 414
  - b. Existing Traffic Operations
    - i. Existing traffic patterns (peak hours, directional factors, truck factors, etc.)
    - ii. Locations of existing bottlenecks
  - c. Existing TSM&O and ITS Technologies
    - i. Traffic detectors
    - ii. Traveler information
    - iii. Incident management
    - iv. Support environment
  - d. User Profiles
  - e. Traffic Management Center (TMC) Integration
  - f. ATMS Software
  - g. Transit Modes
    - i. Lynx
    - ii. Disney's Magical Express
11. Justification and Nature of Changes.

KAI will coordinate with CFX and CFX's consultants to identify the reasons for developing the proposed system including:



- a. New or modified user needs, missions, or objectives
- b. Dependencies or limitations of the current system

The desired changes of the system will be described and will include:

- a. Capability changes
- b. System processing changes
- c. Interface changes
- d. Personnel changes
- e. Environmental changes
- f. Support changes
- g. Other changes

In addition, the changes considered but not included in the proposed system will be included so that it clear what other options were considered and why they will not be included.

12. Concepts for the Proposed PTSU System.

KAI will coordinate with CFX and CFX's consultants to provide a high-level description of the PTSU system that indicates the operational features to be provided in the proposed system including:

- a. Proposed PTSU system's background, objectives, and scope
- b. Operational polices or constraints imposed on the proposed PTSU system
  - i. Hours of operations
  - ii. Staffing, space, or hardware constraints
- c. Description of the proposed PTSU system
  - i. Operational environments and its characteristics
  - ii. Major system components and the interconnections among these components
  - iii. Interfaces to external systems or procedures
  - iv. Capabilities or functions of the proposed system
  - v. Relationship to other systems
  - vi. Conformity and compatibility to the statewide ITS architecture and regional ITS architectures
  - vii. Deployment and operational risk factors
  - viii. Performance characteristics
  - ix. Quality attributes, such as reliability, accuracy, availability, expandability, flexibility, interoperability, maintainability, portability, reusability, supportability, survivability, and usability

- x. Provisions for safety, security, privacy, integrity, and continuity of operations in emergencies
- d. Modes of operation
- e. User involvement and interaction
  - i. Advanced warning signs types
  - ii. Advanced warning sign placement spacing
- f. Support environment

13. Operational Scenarios.

The operational scenarios will describe how the PTSU strategy will operate under different scenarios. The scenarios presented will not represent every possible condition of the roadway but will reflect typical events the PTSU system will encounter. The following are six possible scenarios that PTSU system may encounter:

- a. Free Flow
- b. Recurrent Congestion
- c. Lane Restriction
- d. Weather Conditions
- e. Complete Closure
- f. Non-recurrent Congestion

KAI will prepare ConOps diagrams for each of the operational scenarios. These will include the messages that will be displayed on the dynamic message signs (DMS).

14. ConOps Documentation.

KAI will lead the development of a ConOps report that documents the subtasks included under Task 2 for the SR 417 and SR 429 facilities and will be submitted for review (one ConOps document for each facility. Two rounds of comments will be addressed, and a final report will be submitted for each facility.

C. Meetings.

The following meetings are anticipated for each of the SR 417 and SR 429 projects:

- 1. One (1) in-person project visioning team (PVT) meeting (assumes three KAI staff)
- 2. Two (2) in-person operational results meetings (assumed two KAI staff)

3. Fifteen (15) monthly coordination/progress meetings via phone with CFX to coordinate activities, review progress, and present results (assumed one KAI staff)

Meeting notes will be prepared to summarize the meetings listed above.

**D. QA/QC and Project Management**

1. QA/QC.

KAI will designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. Work effort for QA/QC reviews will be limited to five (5) percent of the work effort for each task.

2. Project Administration

- a. Project Management: KAI will keep CFX informed on the status of project-related milestones and schedule. Work effort for Project Management will be limited to ten (10) percent of the work effort for each task.

- b. Project Schedule: KAI will prepare and submit a detailed project schedule identifying major tasks, their durations and tasks relationships. KAI is responsible for keeping the schedule up to date and keeping CFX informed about the current schedule status.

**E. Miscellaneous Support.**

In addition to the services included in Task A through E, KAI may provide additional professional consulting, technical, and engineering support services to CFX's Project Manager under the current contract including:

1. Coordination and support the development of a Systems Engineering Management Plan (SEMP)
2. PTSU signing diagrams
3. Work zone/MOT plan analysis using FREEVAL
4. Various PTSU needs
5. Miscellaneous coordination
6. Additional meeting attendance as requested
7. Miscellaneous support to CFX project manager as requested

#### 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. 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

#### **4.14 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 designs will be provided for all bridges
    - a. Stoneybrook West Parkway (South)
    - b. CR 535
    - c. Stoneybrook West Parkway (North)
  2. Retaining walls
  3. Box Culverts
  4. Slope protection
  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.
  9. Sign\Signal structures: To replace existing structures impacted by the widening and provide additional anticipated sign structures.
  10. 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.
- C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

#### **4.15 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 3.1D.
  2. Finalize the pond design at the 30% submittal.
  3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
  4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
  5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
  6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
  7. Modification of existing floodplain analysis and compensation ponds is included to obtain required permits.
  8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
  2. Drainage structure details

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

#### **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. 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

#### **4.17 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"=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.

#### **4.18 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).

#### **4.19 Signalization Plans**

- A. Signal plans are not anticipated for this improvement. If requested, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

#### **4.20 Right-of-Way Surveys**



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

#### **4.21 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.

#### **4.22 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.

#### **4.23 Fiber Optic Network (FON)**

##### **A. Fiber Optic Infrastructure Plans**

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

- m. Fiber splice details 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. Grounding
- q. Table of quantities
- r. Special notes
- s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- u. Relocation, replacement, or upgrade 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. All existing analog CCTV within the project limits shall be upgraded to HD cameras.
- v. Relocation, replacement, or upgrade of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction. Support the FCC application process for any relocated DCS sites.
- w. Relocation, replacement, or upgrade 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. All TMS to be re-configured and calibrated during construction to account for any lane shifts and the added lanes.
- x. 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. All existing Skyline DMS shall be replaced with new

- generation color DMS. All three-line and two-line DMS shall be centered over the new travel lane configuration.
- y. 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.
  - z. Accommodate conduit and access pull boxes for future Part Time Shoulder Running (PTSR) ITS where reasonable.
  - aa. Replace existing pole mounted 336s and older ground mounted local hub cabinets with new 334 cabinets meeting CFX ITS equipment standards.
3. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through all phases of construction.
  - f. Environmental conditions.
  - g. Concurrent/future CFX projects.
  - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
  - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
  - j. Location of proposed sound walls

| <b>Summary of Assumed FON Impacts</b> |   |
|---------------------------------------|---|
| <b>FON Drops / Laterals</b>           | <b>Notes</b>                                      |
| One SR 429 crossing N. of Daniels Rd  | Due to inside widening and drainage modifications |

| <b>Summary of Assumed Device Impacts</b> |              |
|--|--------------|
| <b>3-Line Walk-in DMS</b>                | <b>Notes</b> |
|  |              |

|                     |   |
|---------------------|---|
| DMS-429-20.5-SB     | Replace panel on existing structure and center over final lane configuration  |
| DMS-429-20.5-NB     | Replace panel on existing structure and center over final lane configuration. Includes adjusting DCS attached to DMS panel. |
| <b>Local Hubs</b>   | <b>Notes</b>  |
| LHUB-429-17.7-SB    | Replace 336S with 334   |
| LHUB-429-18.4-SB    | Replace 336S with 334   |
| LHUB-429-18.8-NB    | Replace 336S with 334   |
| LHUB-429-19.2-NB    | Replace 336S with 334   |
| LHUB-429-19.9-SB    | Replace existing cabinet with 334   |
| LHUB-429-20.3-SB    | Replace 336S with 334   |
| LHUB-429-20.3-NB    | Replace 336S with 334   |
| LHUB-429-20.5-SB    | Replace 336S with 334   |
| <b>CCTV Devices</b> | <b>Notes</b>  |
| CCTV-429-17.7-SB    | To remain as-is   |
| CCTV-429-18.4-SB    | To remain as-is   |
| CCTV-429-19.2-NB    | To remain as-is   |
| CCTV-429-19.9-SB    | To remain as-is   |
| CCTV-429-20.3-NB    | To remain as-is   |
| <b>TMS Devices</b>  | <b>Notes</b>  |
| TMS-429-18.4-SB     | To be adjusted/modified due to additional lanes created by widening   |
| TMS-429-18.4-NB     | To be adjusted/modified due to additional lanes created by widening   |
| TMS-429-18.8-NB     | To be adjusted/modified due to additional lanes created by widening   |
| TMS-429-19.8-SB     | To be adjusted/modified due to additional lanes created by widening   |
| TMS-429-19.8-NB     | To be adjusted/modified due to additional lanes created by widening   |
| TMS-429-19.9-SB     | To be adjusted/modified due to additional lanes created by widening   |
| TMS-429-20.3-SB     | To be adjusted/modified due to additional lanes created by widening   |
| TMS-429-20.3-NB     | To be adjusted/modified due to additional lanes created by widening   |
| <b>DCS Devices</b>  | <b>Notes</b>  |
| DCS-429-18.8-NB     | To be adjusted/modified due to additional lanes created by widening   |

|                     |  |
|---------------------|--|
| DCS-429-19.8-NB     | To be adjusted/modified due to additional lanes created by widening  |
| <b>Load Centers</b> | <b>Notes</b>   |
| ESM-429-17.6-SB     | Assess given changes in load from device and local hub modifications |
| ESM-429-18.3-NB     | Assess given changes in load from device and local hub modifications |
| ELC-429-19.2-NB     | Assess given changes in load from device and local hub modifications |
| ELC-429-19.9-NB     | Assess given changes in load from device and local hub modifications |
| ESM-429-20.4-SB     | Assess given changes in load from device and local hub modifications |

**B. Splice and Cable Routing Details**

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams 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.

#### **4.24 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.

#### **4.25 Post-Design Services**

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

work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

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



## **5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE**

### **5.1 Record Documents**

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

### **5.2 Traffic Data**

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

### **5.3 Other**

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

## **6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE**

### **6.1 Right-of-Way Acquisition**

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

### **6.2 Utility Agreements**

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

### **6.3 Public Involvement**

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

### **6.4 Contracts and Specifications Services**

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

### **6.5 Post-Design Services**

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

### **6.6 Environmental Permits**

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

**6.7 Conceptual Specialty Design**

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

## **7.0 ADMINISTRATION**

### **7.1 Central Florida Expressway Authority**

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

### **7.2 CFX's Project Manager**

CFX's Project Manager will:

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

### **7.3 Consultant**

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

#### **7.4 Project Control**

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  1. Determine and highlight critical path work from initial plans as work progresses.
  2. Identify progress against schedule for each identified work item.
  3. Forecast completion dates from current progress.
  4. Highlight rescheduled work in any area which is out of required sequence.
  5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  6. Forecast future conflicts in any area.

#### **7.5 Work Progress**

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

#### **7.6 Schedule**

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

#### **7.7 Project Related Correspondence**

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

#### **7.8 Quality Control**

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

#### **7.9 Consultant Personnel**

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

#### **7.10 Site Visit**

- A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall

issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

#### **7.11 Acceptability of the Work**

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

#### **7.12 Design Documentation**

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
  - 1. Field survey notes and computations.
  - 2. Design criteria used for the project.
  - 3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.
5. Drainage calculations
6. Structural design calculations.
7. Geotechnical report.
8. Hydraulics Report for each bridged stream crossing.
9. Earthwork calculations not included in the quantity computation booklet.
10. Calculations showing cost comparisons of various alternatives considered, if applicable
11. Computations of quantities.
12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
13. Lighting and voltage drop calculations.
14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

### **7.13 Reviews and Submittals**

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
  1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and three (3) hard copy sets)
  2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)



4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  5. 60% Bridge Plans required only on Category 2 bridges.
  6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
  10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.
  2. The design components impacted.
  3. Proposed methods to maintain submittal dates.

- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

#### **7.14 30% Roadway Plan Submittal**

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

- 1. Key Map Prepared

- a. Location map shown complete with destinations, ranges and townships.
- b. Beginning and ending stations shown.
- c. Any equations on project shown.
- d. Project numbers and title shown.
- e. Index shown.

- 2. Drainage Map Prepared

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

- 3. Typical Section Sheets

- a. Ramp typical sections developed.
- b. Pavement structure shown.
- c. Special details developed.

- d. General notes shown.
4. Plan and Profile Sheets
- a. Centerline plotted.
  - b. Reference points and bench marks shown.
  - c. Existing topography.
  - d. Base line of surveys, curve data, bearings, etc. shown.
  - e. Beginning and end stations (project and construction).
  - f. Geometric dimensions.
  - g. Proposed and existing limited access right-of-way lines.
  - h. Existing ground line.
  - i. Proposed profile grade.
  - j. Type, size and horizontal location of existing utilities.
  - k. Drainage structures and numbers are shown
  - l. Drainage ponds are shown.
5. Cross Sections
- a. Existing ground line.
  - b. Preliminary templates at critical locations (not to exceed 500 feet).
  - c. Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a. Geometric dimensions.
  - b. Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
- a. Striping layout.

- b. Sign structure locations.

#### **7.15 30% Bridge and Structural Plan Submittal**

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

#### **7.16 60% Roadway Plan Submittal**

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

- 1. Key Map

- a. Project description and number shown.
- b. Equations, exceptions and bridge stations shown.
- c. North arrow and scale included.
- d. Consultant and CFX sign-off included.
- e. Contract set index complete.
- f. Index of sheets updated.

- 2. Drainage Maps

- a. Flood data shown.
- b. Cross drains and storm sewer shown.
- c. Bridges shown with beginning and ending stations.
- d. Interchange supplemental sheets updated.

- 3. Typical Section Sheets

- a. All required typical sections are included.
- b. Limited access right-of-way lines are shown.

- c. Design speed and traffic are shown.
  - d. Special details have been completed.
  - e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a. Match lines shown.
  - b. Limited access right-of-way lines shown.
  - c. Stations and offset shown for all fence corners and angles.
  - d. All work shown should be within right-of-way or proposed easement.
  - e. Drainage structures and numbers are shown.
  - f. Drainage ponds shown.
  - g. Curve data and superelevation included.
  - h. Pavement edges, shoulders and dimensions shown.
  - i. Project and construction limits shown.
  - j. Bridges shown with beginning and ending stations.
  - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
  - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
  - b. Limited access right-of-way lines are shown.
  - c. Cross section pattern sheet included.
  - d. Miscellaneous notes included.

- e. Boring profiles.
- 7. Interchange Layouts, Ramp Profiles and Intersection Details
  - a. Geometric data shown.
  - b. Profiles finalized.
  - c. Coordinate data shown.
  - d. Limited access right-of-way lines shown.
  - e. Curve data shown.
  - f. Bearings and bridges shown.
  - g. Cross roads, frontage roads, and access roads shown.
  - h. Intersection details shown.
- 8. Traffic Control Plans
- 9. Utility Adjustments
- 10. Signing and Pavement Marking Plans
- 11. Intelligent Transportation System (ITS) Plans
- 12. Highway Lighting Plans
- 13. Selective Clearing and Grubbing (if required)

**7.17 90 % Bridge and Structure Plan Submittal**

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

**7.18 90% Roadway Plan Submittal**

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
  - 1. Key Map

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

- c. Sub-excavation shown.
- d. Volumes computed and shown.
- 8. Utility Relocation Plans
  - a. Utility relocation plans prepared.
- 9. Traffic Control Plans
- 10. Signing and Pavement Marking Plans
- 11. Signalization Plans
- 12. Intelligent Transportation System (ITS) Plans
- 13. Highway Lighting Plans
- 14. Selective Clearing and Grubbing (if required)

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

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

**7.20 Pre-Bid Plans**

**7.21 Bid Set**



**CONSENT AGENDA ITEM  
#8**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 28, 2020

SUBJECT: Approval of Supplemental Agreement No. 1 with Kimley-Horn & Associates, Inc. for Concept, Feasibility and Mobility (CF&M) Study for the Proposed Osceola-Brevard County Connector Project  
Project No. 599-229, Contract No. 001595

---


Board approval of Supplemental Agreement No. 1 with Kimley-Horn & Associates, Inc. in a not-to-exceed amount of \$518,000.00 is requested. The original contract was for five years with five one-year renewals.


The services to be provided include expanding the original contract to include a larger study area due to stakeholder input.

|                              |                      |
|------------------------------|----------------------|
| Original Contract            | \$1,650,000.00       |
| Supplemental Agreement No. 1 | <u>\$ 518,000.00</u> |
| Total                        | \$2,168,000.00       |

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

Reviewed by:

  
\_\_\_\_\_  
Will Hawthorne, PE  
Director of Engineering

  
\_\_\_\_\_  
Glenn Pressimone, PE

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**  
**CONCEPT, FEASIBILITY AND MOBILITY STUDY**  
**Osceola-Brevard County Connector**

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES CONCEPT, FEASIBILITY AND MOBILITY STUDY (“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 KIMLEY-HORN AND ASSOCIATES, INC., a Florida corporation, hereinafter called the “CONSULTANT”.

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated February 13, 2020 and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A”, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 7, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
  - a. The Salary Related Costs are adjusted upward by \$512,139.73 to \$1,730,324.40.
  - b. Direct Expenses (Lump Sum) remain unchanged at \$9,726.10.
  - c. Direct Expenses (Limiting Amount) remain unchanged at \$1,939.34.
  - d. The Subcontract Items are adjusted upward by \$105,860.14 to \$391,831.43 as follows:

|            |             |
|------------|-------------|
| • Inwood   | \$35,903.64 |
| • Balmoral | \$39,448.56 |
| • Modica   | \$8,864.48  |
| • GEC      | \$20,523.40 |
| • SEARCH   | \$1,120.06  |
  - e. The Allowance is adjustment downward by \$99,999.87 to \$34,178.73.
  - f. The Total Maximum Limiting Amount is adjusted upward by \$518,000.00 to \$2,168,000.00.

3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, 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 the Agreement, or any existing supplements or amendments 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 this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

KIMLEY-HORN AND ASSOCIATES, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form and execution for CFX's exclusive use and reliance.

By: \_\_\_\_\_  
Diego "Woody" Rodriguez  
General Counsel

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/599-229 Osceola Brevard Connector/2 Contract/2.A Supplemental Agreements/SA 1/KHA 599-229 SA 1.docx>



## Exhibit "A"

### MEMORANDUM

**Date:** July 7, 2020  
**To:** Will Hawthorne, PE CFX Director of Engineering  
**From:** Jonathan Williamson, AICP Dewberry Project Manager JW  
**Subject:** Supplemental Agreement No. 1  
Concept, Feasibility, & Mobility Study - Contract 001595  
Osceola-Brevard County Connector  
CFX Project No. 599-229

---

#### Comments:

I have reviewed the scope of services and fee sheet submitted by Kimley-Horn & Associates to us on June 8, 2020 (and revised on June 23, 2020), for Supplemental Agreement No. 1 for the Osceola-Brevard County Connector Concept, Feasibility, & Mobility (CF&M) Study. This requested scope and fee is to provide additional data collection and analysis, attendance at additional progress meetings, additional graphics and calculations, and conduct and attend additional coordination meetings with various stakeholders in support of the CF&M Study and preparation of the Concept, Feasibility, & Mobility Report.

The scope and fee request is attached and costs are detailed below:

|    |                   |                       |
|----|-------------------|-----------------------|
| \$ | 512,139.73        | in Prime Cost         |
| \$ | <u>105,860.14</u> | in Subconsultant Cost |
| \$ | 617,999.87        | Total Requested       |

The total man hours for each task are reasonable and acceptable and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$617,999.87.

Should you have questions or need additional information, please call me at 321-354-9614 or e-mail at [jwilliamson@dewberry.com](mailto:jwilliamson@dewberry.com).

#### cc:

Keith Jackson, PE Dewberry Program Manager  
File

## Exhibit "A"



July 7, 2020

Mr. Will Hawthorne, P.E.  
Director of Engineering  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

**RE: Osceola-Brevard County Connectors  
Concept, Feasibility & Mobility Study  
CFX Project No. 599-229 – CFX Contract No. 001595  
Supplemental Agreement 1**

Dear Mr. Hawthorne:

Kimley-Horn and Associates, Inc. is pleased to submit the attached scope of services and fee proposal to provide the services required for this contract as a supplemental to Contract No. 001595.

The services to be provided under this Contract include expanding the original contract to include the evaluation of Task Force – Corridor D, as identified in the Central Florida Expressway Authority (CFX) Visioning + 2040 Master Plan.

The study is scheduled to be completed within eighteen (18) months from the original Notice to Proceed (issued on March 16, 2020). The estimated fee for this study is detailed in the attached supporting information and totals \$617,999,87.

If you have any questions or require any additional information, please do not hesitate to contact me at (407) 427-1628 or [clif.tate@kimley-horn.com](mailto:clif.tate@kimley-horn.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Clifton Tate".

S. Clifton Tate, P.E.  
Principal

Enclosures

Exhibit "A"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**

**SCOPE OF SERVICES**

**Concept, Feasibility, & Mobility (CF&M) Study**

**for the**

**OSCEOLA-BREVARD COUNTY CONNECTOR**

**Supplemental Agreement No. 1**

**CFX Project # 599-229**

**CFX Contract # 001595**

**June 2020**



# Exhibit "A"

## TABLE OF CONTENTS

|      | <u>Description</u>  | <u>Page No.</u> |
|------|---|-----------------|
| 1.0  | OVERVIEW.....   | 1               |
| 2.0  | LOCATION.....   | 1               |
| 3.0  | PURPOSE.....  | 1               |
| 4.0  | OBJECTIVE.....  | 1               |
| 5.0  | GOVERNING REGULATIONS.....                                  | 1               |
| 6.0  | PROJECT MANAGEMENT AND ADMINISTRATION .....                 | 1               |
| 6.1  | Notice to Proceed Meeting .....                             | 2               |
| 6.2  | Key Personnel.....  | 2               |
| 6.3  | Project Schedule .....                                      | 2               |
| 6.4  | Correspondence .....  | 2               |
| 6.5  | Quality Control.....  | 2               |
| 6.6  | Project Management, Meetings and Coordination.....          | 2               |
| 7.0  | PUBLIC INVOLVEMENT .....                                    | 2               |
| 7.1  | Public Involvement Plan.....                                | 2               |
| 7.2  | Mailing List .....  | 2               |
| 7.3  | Public Meetings .....                                       | 2               |
| 7.4  | Board Meetings .....  | 2               |
| 7.5  | Advisory Groups.....  | 2               |
| 7.6  | Project Kick-Off Letter.....                                | 2               |
| 7.7  | Unscheduled Project Meetings .....                          | 2               |
| 7.8  | Project Information Line/General Public Correspondence..... | 2               |
| 7.9  | Project Newsletters .....                                   | 3               |
| 7.10 | Project Webpage.....  | 3               |
| 8.0  | DATA COLLECTION .....                                       | 3               |
| 8.1  | Aerial Photography.....                                     | 3               |

# Exhibit "A"

|      |   |   |
|------|---|---|
| 8.2  | Traffic Data .....  | 3 |
| 8.3  | Transportation Plans .....  | 3 |
| 8.4  | Land Use and Development Plans .....                              | 3 |
| 8.5  | Physical / Natural Environmental Information .....                | 3 |
| 8.6  | Interagency and Stakeholder Coordination.....                     | 3 |
| 8.7  | Study Area Base Maps.....   | 3 |
| 8.8  | Confirm Corridor Limits.....                                      | 3 |
| 8.9  | Data Collection Summary Technical Memorandum (Deliverable) .....  | 3 |
| 9.0  | ESTABLISH PURPOSE AND NEED .....                                  | 3 |
| 10.0 | MOBILITY PROGRAM ALTERNATIVE .....                                | 4 |
| 10.1 | No-Build Alternative .....  | 4 |
| 10.2 | Develop Alternative Mobility Programs.....                        | 4 |
| 10.3 | Evaluate and Refine Mobility Programs.....                        | 4 |
| 10.4 | Financial Viability Analysis – N/A .....                          | 4 |
| 10.5 | Concept, Feasibility and Mobility Study Report (Deliverable)..... | 4 |
| 11.0 | DELIVERABLES .....  | 4 |
|      | ATTACHMENT A (revised) – GENERAL LOCATION MAP .....               | 5 |

**Exhibit "A"**  
**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**  
**CONCEPT, FEASIBILITY, AND MOBILITY (CF&M) STUDY**

**for the**  
**OSCEOLA-BREVARD COUNTY CONNECTOR**

**SUPPLEMENTAL AGREEMENT NO. 1**

This Exhibit forms an integral part of a supplemental agreement to an original agreement (dated March 16, 2020) between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT). The purpose of this additional work for Supplemental Agreement No. 1 is to provide additional data collection and analysis, attendance at additional progress meetings, additional graphics and calculations, and conduct and attend additional coordination meetings with various stakeholders. This additional scope includes all professional engineering services and the required additional meetings to complete the project with an anticipated completion date of August 31, 2021.

**1.0 OVERVIEW**

Supplemental Agreement No. 1 includes an expansion to the project’s original study area and adds the consideration of a second connector within Corridor D as identified by the East Central Florida Corridor Task Force, with an extension to provide an expressway connection to I-95. Corridor D is approximately 25 miles in length. The corridor previously described as the Osceola-Brevard County Connector will be referred to as Corridor F. Supplemental Agreement No.1 also expands the study area for Corridor F to the south to include a segment along US 192.

**2.0 LOCATION**

For Supplemental Agreement No. 1, Corridor D generally extends eastward from the Proposed Osceola Parkway Extension, north of Cyrils Road, before entering into Orange County and traveling to I-95. The general expanded study area that includes both Corridors D and F is depicted on **Attachment A (revised) – General Location Map**.

**3.0 PURPOSE**

No change to the purpose of the study is proposed.

**4.0 OBJECTIVE**

For Supplemental Agreement No. 1, references in the original Scope of Services to “corridor” will become “corridors” (i.e. Corridor D and Corridor F). No change to the general objective of the study is proposed.

**5.0 GOVERNING REGULATIONS**

No change.

**6.0 PROJECT MANAGEMENT AND ADMINISTRATION**

No change.

## Exhibit "A"

### **6.1 Notice to Proceed Meeting**

No change.

### **6.2 Key Personnel**

No change.

### **6.3 Project Schedule**

Supplemental Agreement No. 1 is expected to extend the study's project schedule to a total of eighteen (18) months. This is an additional three (3) months from the study's initial fifteen (15)-month schedule.

### **6.4 Correspondence**

No change.

### **6.5 Quality Control**

No change.

### **6.6 Project Management, Meetings and Coordination**

For Supplemental Agreement No.1, an additional six (6) project progress meetings with CFX should be anticipated.

## **7.0 PUBLIC INVOLVEMENT**

No change.

### **7.1 Public Involvement Plan**

No change.

### **7.2 Mailing List**

No change.

### **7.3 Public Meetings**

No change.

### **7.4 Board Meetings**

No change.

### **7.5 Advisory Groups**

No change.

### **7.6 Project Kick-Off Letter**

No change.

### **7.7 Unscheduled Project Meetings**

For Supplemental Agreement No. 1, an additional twenty (20) unscheduled project meetings are anticipated.

### **7.8 Project Information Line/General Public Correspondence**

No change.

# Exhibit "A"

## **7.9 Project Newsletters**

No change.

## **7.10 Project Webpage**

No change.

## **8.0 DATA COLLECTION**

Due to the expanded study area encompassing a larger area, including the inclusion of Orange County, additional data collection is anticipated.

### **8.1 Aerial Photography**

Due to the expanded study area encompassing a larger area, additional aerial photography collection is anticipated.

### **8.2 Traffic Data**

No change.

### **8.3 Transportation Plans**

No change.

### **8.4 Land Use and Development Plans**

Supplemental Agreement No. 1 adds communication with Orange County staff due to the expanded study area now including Orange County.

### **8.5 Physical / Natural Environmental Information**

Due to the expanded study area encompassing a larger area, additional physical/natural environmental collection is anticipated.

### **8.6 Interagency and Stakeholder Coordination**

No change.

### **8.7 Study Area Base Maps**

Due to the expanded study area encompassing a larger area, additional study area base map creation effort is anticipated.

### **8.8 Confirm Corridor Limits**

No change.

### **8.9 Data Collection Summary Technical Memorandum (Deliverable)**

No change.

## **9.0 ESTABLISH PURPOSE AND NEED**

For Supplemental Agreement No. 1, separate Purpose and Need Statements will be developed individually for Corridors D and F. The intention is to address regional connectivity to northern Brevard County (Corridor D) and central/southern Brevard County (Corridor F) per the ECFCTF recommendations.

## Exhibit "A"

### **10.0 MOBILITY PROGRAM ALTERNATIVE**

No change.

#### **10.1 No-Build Alternative**

No change.

#### **10.2 Develop Alternative Mobility Programs**

For Supplemental Agreement No. 1, a total of six (6) alternative mobility programs will be developed (i.e., Corridors D and F).

#### **10.3 Evaluate and Refine Mobility Programs**

No change.

#### **10.4 Financial Viability Analysis – N/A**

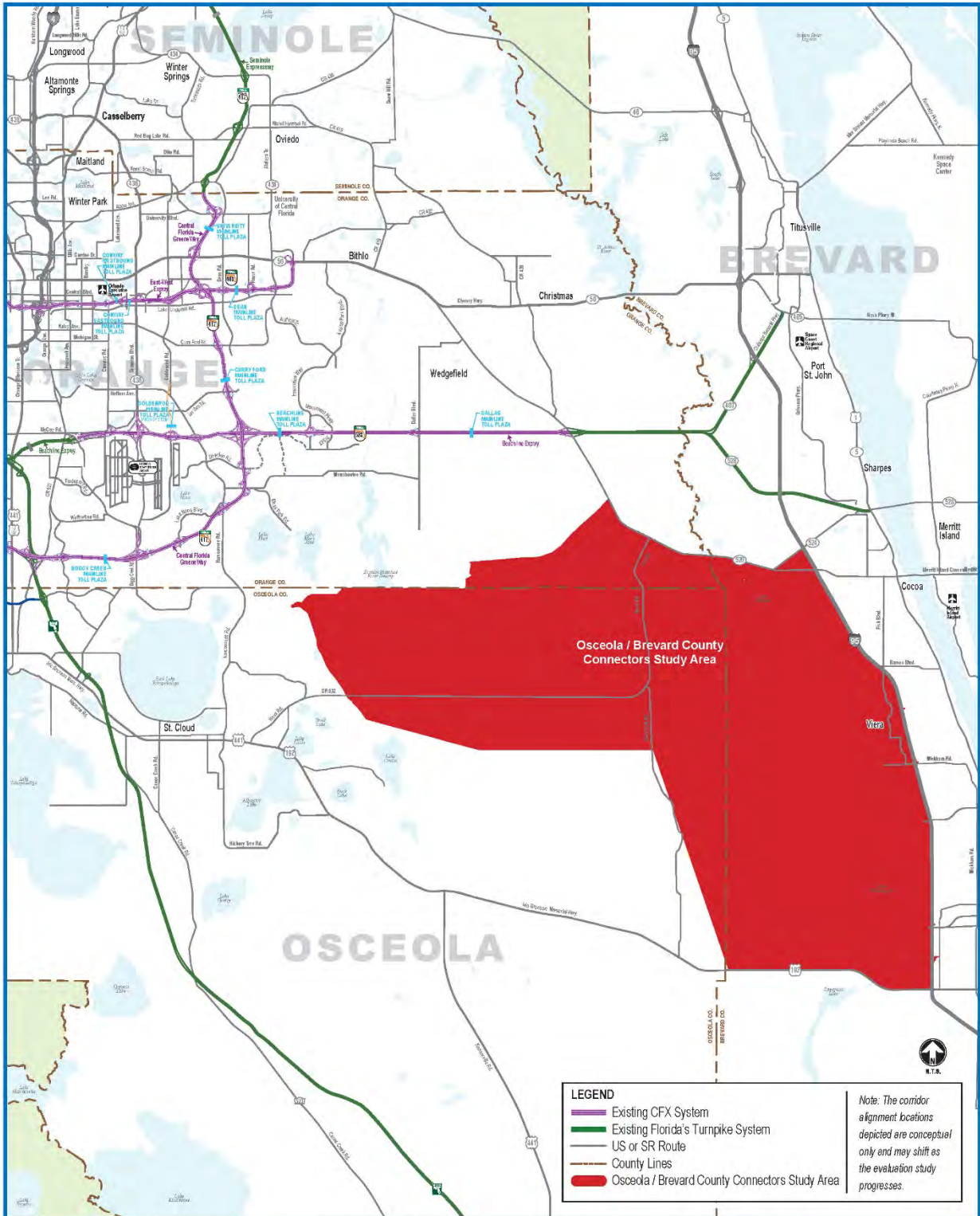
#### **10.5 Concept, Feasibility and Mobility Study Report (Deliverable)**

No change.

### **11.0 DELIVERABLES**

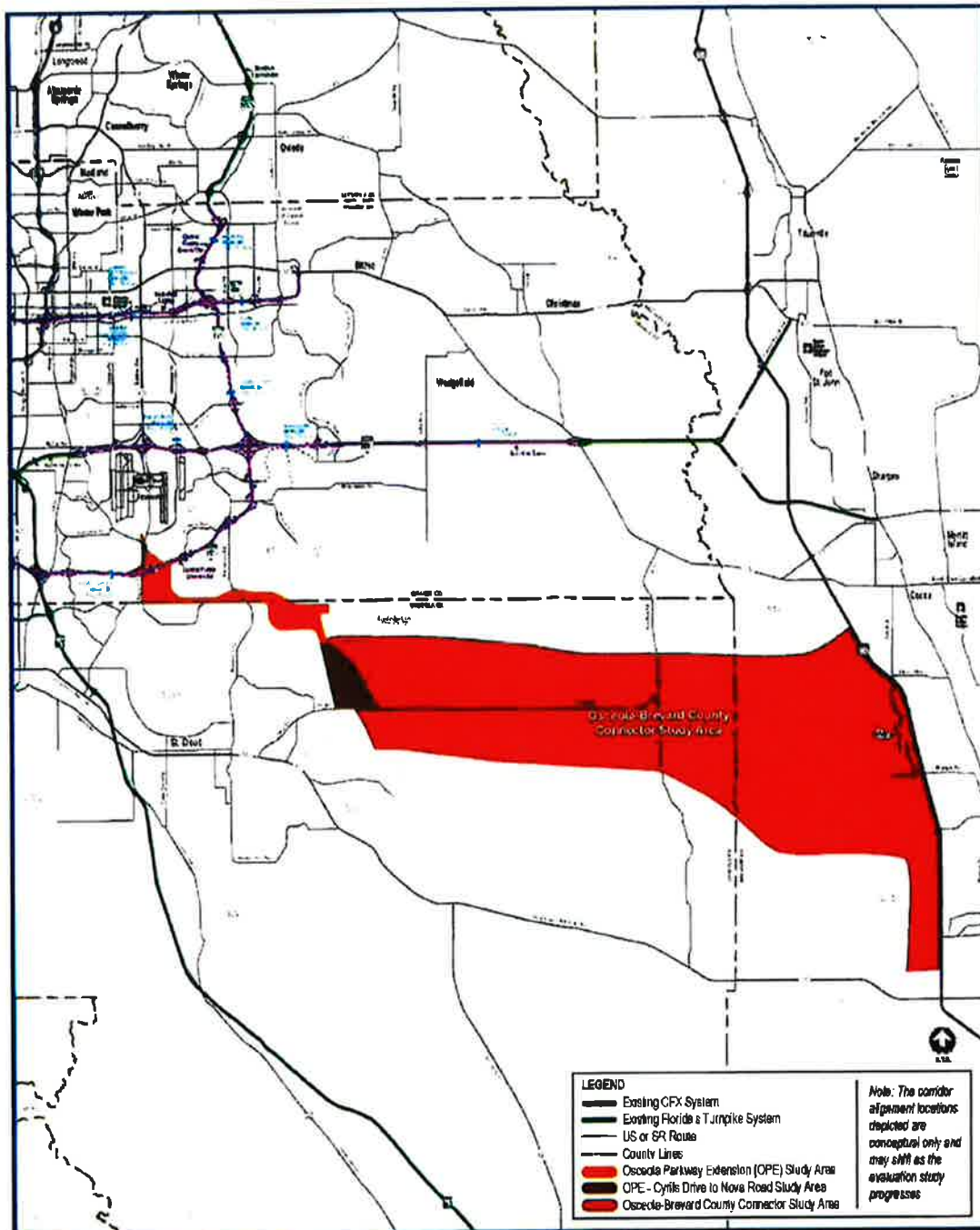
No change.

**ATTACHMENT A (revised) – GENERAL LOCATION MAP**



**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

**Osceola / Brevard County Connectors Study Area  
Central Florida Expressway Authority  
General Location Map**



**Osceola-Brevard County Connector Study Area  
Central Florida Expressway Authority  
General Location Map**



**ORIGINAL**

**AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
KIMLEY HORN & ASSOCIATES, INC.**

**CONCEPT FEASIBILITY AND MOBILITY STUDY FOR THE  
PROPOSED OSCEOLA-BREVARD COUNTY CONNECTOR  
PROJECT**

**CONTRACT NO. 001595, PROJECT 599-229**

**CONTRACT DATE: FEBRUARY 13, 2020  
CONTRACT AMOUNT: \$1,650,000.00**

**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**

**CONCEPT FEASIBILITY AND MOBILITY STUDY FOR THE PROPOSED OSCEOLA-  
BREVARD COUNTY CONNECTOR PROJECT**

**CONTRACT NO. 001595  
PROJECT 599-229**

**FEBRUARY 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>                                    |        |
|----------------|---|--------|
| AG             | Agreement                                       | 1 - 19 |
| A              | Exhibit "A", Scope of Services                  |        |
| B              | Exhibit "B", Method of Compensation             |        |
| C              | Exhibit "C", Details of Cost and Fees           |        |
| D              | Exhibit "D", Project Organization Chart         |        |
| E              | Exhibit "E", Project Location Map               |        |
| F              | Exhibit "F", Schedule                           |        |
| G              | Exhibit "G", Potential Conflict Disclosure Form |        |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES

Table of Contents

|   |    |
|---|----|
| 1.0. DEFINITIONS.....   | 1  |
| 2.0. SERVICES TO BE PROVIDED .....  | 1  |
| 3.0. TERM OF AGREEMENT AND RENEWALS .....                                     | 2  |
| 4.0. PROJECT SCHEDULE.....  | 2  |
| 5.0. PROFESSIONAL STAFF .....   | 3  |
| 6.0. COMPENSATION .....   | 4  |
| 7.0. DOCUMENT OWNERSHIP AND RECORDS.....                                      | 5  |
| 8.0. COMPLIANCE WITH LAWS .....   | 6  |
| 9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE.....                    | 7  |
| 10.0. TERMINATION .....   | 7  |
| 11.0. ADJUSTMENTS .....   | 8  |
| 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY .....             | 8  |
| 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS.....                             | 9  |
| 14.0. INSURANCE.....  | 9  |
| 15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS .....                | 12 |
| 16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT.....                       | 12 |
| 17.0. DOCUMENTED ALIENS.....  | 13 |
| 18.0. E-VERIFY CLAUSE .....   | 13 |
| 19.0. INSPECTOR GENERAL .....   | 14 |
| 20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT ..... | 14 |
| 21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....                  | 14 |
| 22.0. AVAILABILITY OF FUNDS.....  | 15 |
| 23.0. AUDIT AND EXAMINATION OF RECORDS.....                                   | 15 |
| 24.0. GOVERNING LAW AND VENUE.....  | 16 |
| 25.0. NOTICE .....  | 16 |
| 26.0. HEADINGS .....  | 17 |
| 27.0. CONTRACT LANGUAGE AND INTERPRETATION.....                               | 17 |
| 28.0. ASSIGNMENT .....  | 17 |
| 29.0. SEVERABILITY .....  | 17 |
| 30.0. INTEGRATION.....  | 17 |
| 31.0. ATTACHMENTS.....  | 18 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of February 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 Kimley Horn & Associates, 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 189 S. Orange Avenue, Suite 1000, 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 Concept Feasibility and Mobility Study for the Proposed Osceola – Brevard Connector Project identified as Project 599-229 and Contract No. 001595.

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 a concept, feasibility and mobility study for the Proposed Osceola-Brevard Connector Project. A Supplemental Agreement will be required for the additional work.

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

After 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 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:

The Balmoral Group Class II      Geotechnical & Environmental Consultants Class I  
Modica & Associates, Inc. Class I      Inwood Consulting Engineers Class I  
Southeastern Archaeological Research, Inc. Class I

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 \$1,650,000.00 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 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 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 189 S. Orange Avenue, Suite 1000, Orlando, FL. 32801.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

#### 8.0. COMPLIANCE WITH LAWS

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

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

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of

the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

#### 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 in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event

that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

#### 11.0. ADJUSTMENTS

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

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

#### 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

### 14.0. INSURANCE

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

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements,

types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

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

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

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/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.

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) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

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

#### 15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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



this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

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

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

#### 17.0. DOCUMENTED ALIENS

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

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

#### 18.0. E-VERIFY CLAUSE

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

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

## 22.0. AVAILABILITY OF FUNDS

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

## 23.0. AUDIT AND EXAMINATION OF RECORDS

### 23.1 Definition of Records:

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

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

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

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

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

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all

subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 24.0. GOVERNING LAW AND VENUE

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

#### 25.0. NOTICE

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

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

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

To CONSULTANT: Kimley Horn & Associates, Inc.  
189 S. Orange Avenue, Suite 1000  
Orlando, FL 32801  
Attn: Mr. Clifton Tate, P.E.

Kimley Horn & Associates, Inc.  
189 S. Orange Avenue, Suite 1000  
Orlando, FL. 32801  
Attn: Mr. Jonathan Thigpen, P.E.

## 26.0. HEADINGS

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

## 27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

## 28.0. ASSIGNMENT

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

## 29.0. SEVERABILITY

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

## 30.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and

discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

31.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map [Note: Attach if applicable]
- Exhibit "F", Project Schedule [Note: Attach if applicable]
- 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 February 13, 2020.

**KIMLEY HORN & ASSOCIATES, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY:   
Authorized Signature

BY:   
Director of Procurement

Print Name: Jonathan D. Thispen, PE

Print Name: Aneth Williams

Title: Senior Vice President

Effective Date: 2/25/2020

ATTEST:  (seal)  
Secretary or Notary



*Approved as to form and execution, only.*

  
General Counsel for CFX

20 FEB 27 2020

**EXHIBIT A**

**SCOPE OF SERVICES**



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**

**SCOPE OF SERVICES**

**Concept, Feasibility, & Mobility (CF&M) Study**

**for the**

**OSCEOLA-BREVARD COUNTY CONNECTOR**

**CFX Project # 599-229**

**CFX Contract # 001595**

**August 2019**

## TABLE OF CONTENTS

| <u>Description</u>  | <u>Page No.</u> |
|---|-----------------|
| 1.0 OVERVIEW.....   | 1               |
| 2.0 LOCATION.....   | 1               |
| 3.0 PURPOSE.....  | 1               |
| 4.0 OBJECTIVE.....  | 2               |
| 5.0 GOVERNING REGULATIONS.....                                  | 2               |
| 6.0 PROJECT MANAGEMENT AND ADMINISTRATION .....                 | 3               |
| 6.1 Notice to Proceed Meeting .....                             | 3               |
| 6.2 Key Personnel.....  | 3               |
| 6.3 Project Schedule .....                                      | 3               |
| 6.4 Correspondence .....  | 3               |
| 6.5 Quality Control .....                                       | 3               |
| 6.6 Project Management, Meetings and Coordination.....          | 4               |
| 7.0 PUBLIC INVOLVEMENT .....                                    | 4               |
| 7.1 Public Involvement Plan.....                                | 4               |
| 7.2 Mailing List .....  | 4               |
| 7.3 Public Meetings .....                                       | 5               |
| 7.4 Board Meetings .....  | 5               |
| 7.5 Advisory Groups.....  | 6               |
| 7.6 Project Kick-Off Letter.....                                | 6               |
| 7.7 Unscheduled Project Meetings .....                          | 6               |
| 7.8 Project Information Line/General Public Correspondence..... | 7               |
| 7.9 Project Newsletters .....                                   | 7               |
| 7.10 Project Webpage.....                                       | 7               |
| 8.0 DATA COLLECTION .....                                       | 7               |
| 8.1 Aerial Photography.....                                     | 7               |

|      |   |       |
|------|---|-------|
| 8.2  | Traffic Data .....  | 8     |
| 8.3  | Transportation Plans .....  | 8     |
| 8.4  | Land Use and Development Plans .....                              | 8     |
| 8.5  | Physical / Natural Environmental Information .....                | 8     |
| 8.6  | Interagency and Stakeholder Coordination.....                     | 8     |
| 8.7  | Study Area Base Maps.....   | 9     |
| 8.8  | Confirm Corridor Limits .....                                     | 9     |
| 8.9  | Data Collection Summary Technical Memorandum (Deliverable) .....  | 9     |
| 9.0  | ESTABLISH PURPOSE AND NEED.....                                   | 9     |
| 10.0 | MOBILITY PROGRAM ALTERNATIVE .....                                | 9     |
| 10.1 | No-Build Alternative .....  | 10    |
| 10.2 | Develop Alternative Mobility Programs.....                        | 10    |
| 10.3 | Evaluate and Refine Mobility Programs .....                       | 10    |
| 10.4 | Financial Viability Analysis – <i>Not Applicable</i> .....        | 11    |
| 10.5 | Concept, Feasibility and Mobility Study Report (Deliverable)..... | 11    |
| 11.0 | DELIVERABLES .....  | 11    |
|      | ATTACHMENT A – GENERAL LOCATION MAP                               | 12    |
|      | ATTACHMENT B – DESIGN CRITERIA                                    | 13-17 |

## **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**

### **CONCEPT, FEASIBILITY, AND MOBILITY (CF&M) STUDY**

**for the**

### **OSCEOLA-BREVARD COUNTY CONNECTOR**

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

#### **1.0 OVERVIEW**

A new expressway connection between Osceola and Brevard Counties has been an identified need in several local long-range transportation plans and master plans, including Brevard County, as well as by the East Central Florida Corridor Task Force. Being that Brevard County is a member of the Central Florida Expressway Authority (CFX), the Space Coast Transportation Planning Organization (SCTPO) requested the CFX conduct a study to evaluate the feasibility of an east-west expressway connection between Brevard County and Osceola County. As such, the CFX has engaged the selected CONSULTANT to perform a comprehensive Concept, Feasibility and Mobility (CF&M) Study of the approximately 30-mile long proposed Osceola-Brevard County Connector.

#### **2.0 LOCATION**

The general limits and description of the Osceola-Brevard County Connector study corridor are provided below. This study must be coordinated with the Osceola Parkway Extension – Cyrils Drive to Nova Road PD&E Study being prepared by CFX to coordinate the termini and study limits. The CONSULTANT will be responsible for refining the study corridor limits and defining the logical termini for the project.

The Osceola-Brevard County Connector study corridor generally extends eastward along Nova Road from the proposed Osceola Parkway Extension interchange at Nova Road on the west to Interstate 95 (I-95) in south Brevard County on the east. The northern study area boundary can generally be described as, starting on the west, an approximately 2.5-mile distance north of existing Nova Road eastward to Deer Park Road. The study area then expands north to I-95 in the vicinity of Tucker Lane. The southern study area boundary can generally be described as, starting on the west, an approximately 2.5-mile distance south of existing Nova Road eastward to Deer Park Road. The study area then expands south to I-95 in the vicinity of SR 518 (W. Eau Gallie Boulevard).

The general study corridor is depicted on **Attachment A – General Location Map**.

#### **3.0 PURPOSE**

The purpose of this Exhibit is to describe the scope of work for the CF&M study and the responsibilities of the CONSULTANT, CFX, CFX's general engineering consultant (GEC) Dewberry Engineers, CFX's traffic and revenue consultant (T&RC) CDM Smith, and the CFX public involvement consultant (PIC) Quest Corporation of America.

#### **4.0 OBJECTIVE**

The study will include the development and evaluation of alternate mobility programs within the project corridor. The work will include the evaluation and documentation of the physical, natural, social, and cultural environment within the corridor and the potential impacts associated with the various mobility alternatives. This analysis will also address: economic and engineering feasibility; mobility capacity and levels of service; conceptual geometry and structures; and potential interchanges and existing intersection improvement. Public involvement and interagency coordination will be an integral part of the assessment process.

The CONSULTANT, in coordination with CFX and its T&RC will forecast the future transportation demands for the corridor (utilizing a design year of 2045). The CONSULTANT will then develop a range of transportation mobility options and programs that could adequately meet the future demand. Corridor mobility elements to be considered will include, but are not necessarily constrained to, limited access tolled expressways, mass transit technologies, and intermodal facilities. The CONSULTANT will be responsible for estimating the overall project costs associated with each mobility alternative, including planning, design, construction, permitting and other project related costs. The GEC will be responsible for estimating the right-of-way acquisition costs based on input from the CONSULTANT.

The general objective of this study is to provide documented information necessary for CFX to reach a decision on the feasibility of each mobility option.

#### **5.0 GOVERNING REGULATIONS**

The services performed by the CONSULTANT shall comply with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference. The current edition, including any updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work:

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- FDOT Design Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual and Handbooks
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook

- Florida's Level of Service Targets for the State Highway System (No. 000-525-006-c)
- Project Traffic Forecasting (No. 525-030-120)
- K-Factor Estimation Process
- Florida Highway Landscape Guide
- Basis of Estimates Manual

## **6.0 PROJECT MANAGEMENT AND ADMINISTRATION**

CFX's General Engineering Consultant (GEC) will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the study reports.

### **6.1 Notice to Proceed Meeting**

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

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

### **6.2 Key Personnel**

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by CFX. Any proposed changes to key personnel shall be subject to review and approval by CFX.

### **6.3 Project Schedule**

The study is expected to have a fifteen (15) month duration. Within ten (10) working days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform CFX of any substantial potential schedule modifications.

### **6.4 Correspondence**

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

### **6.5 Quality Control**

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work. The CFX or GEC may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for

review and approval within ten (10) working days following the Notice to Proceed Meeting.

### **6.6 Project Management, Meetings and Coordination**

The CONSULTANT shall meet with CFX staff and the GEC as needed throughout the life of the project. The CONSULTANT should be prepared to meet on a bi-monthly basis for progress meetings; therefore, thirty (30) meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities. The CONSULTANT will prepare meeting summaries and submit within one week of each meeting to the GEC for review and approval prior to distribution to attendees and others.

Progress reports shall be delivered to CFX in a format as prescribed by the GEC and no less than 5 business days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

## **7.0 PUBLIC INVOLVEMENT**

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the study. The CFX Public Involvement Consultant (PIC) shall coordinate and perform the appropriate level of public involvement for this project as outlined in the following sections. The CONSULTANT shall provide support to the PIC.

All public involvement tasks and activities will be coordinated with CFX.

### **7.1 Public Involvement Plan**

The PIC will prepare a comprehensive Public Involvement Plan (PIP) and submit to the CONSULTANT and GEC within twenty (20) business days following the Notice to Proceed Meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the study process.

The PIC, with assistance from the CONSULTANT, will perform all data collection activities necessary to prepare and implement the PIP including, but not limited to, the following:

- Identification of stakeholders and interested parties
- Field review of potential meeting sites
- Preparation and distribution of meeting announcements and notices
- Preparation of meeting notes

### **7.2 Mailing List**

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

- Public officials and their staffs
- Affected residents, business tenants and property owners within the corridor
- Environmental Advisory Group (EAG)
- Project Advisory Group (PAG)
- Interested parties, including:
  - Residents/property owners within the corridor
  - Other informed parties who notify the CONSULTANT that they desire to be added to the

- mailing list.
- Special interest groups

The CONSULTANT will incorporate the mailing lists received from any other overlapping or adjacent studies. The CONSULTANT will maintain the mailing list in a computer file which is acceptable to CFX. For each mailing, the CONSULTANT will provide the PIC a computer file of the mailing list and, if requested, a hard copy printout, certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

### **7.3 Public Meetings**

The CONSULTANT shall be responsible for conducting two (2) public meetings, one each in both Osceola County and Brevard County. The Public Information Meetings may be scheduled to coincide with submittal of the Draft Concept, Feasibility and Mobility Study Report. It is anticipated the meetings will be conducted in an open house format, with a video loop presentation and the opportunity for attendees to have their questions answered by study staff.

The PIC, with assistance from the CONSULTANT, will prepare and/or provide:

- Handouts
- Display graphics and presentation
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements
- Letters for notification of elected and appointed officials, affected property owners and other interested parties
- News releases

The PIC, with assistance from the CONSULTANT, will investigate potential meeting sites and pay all costs for meeting site rents and insurance. The CONSULTANT will attend the meetings with an appropriate number of personnel to assist CFX staff.

Mailings, legal notices and/or newspaper display advertisements shall be the responsibility of the PIC with assistance from the CONSULTANT. Drafts of all notification advertisements and letters shall be submitted to the CFX for its approval at least one week prior to mailing. Actual copies of the notices shall be retained in the project files.

Within two (2) weeks after the public meeting, the PIC, with assistance from the CONSULTANT, will prepare a complete meeting summary that will contain at a minimum:

- Advertisements and legal notices
- Fact Sheets
- Meeting Notes
- Sign-in sheets
- Comment sheets
- Draft responses to comments and inquiries (if appropriate)

### **7.4 Board Meetings**

At the discretion of CFX, the CONSULTANT shall be responsible for conducting up to two (2) presentations each to the Central Florida Expressway Authority, Osceola County Board of County Commissioners, Brevard County Board of County Commissioners, MetroPlan Orlando, and the SCTPO



Board. This is a total of up to ten (10) presentations. It is anticipated the presentations will be conducted to coincide with a scheduled Board Meeting with a brief scripted presentation and question and answer session.

The PIC, with assistance from the CONSULTANT, will prepare and/or provide:

- Handouts
- Display graphics and PowerPoint presentation
- Meeting equipment set-up and tear-down

### **7.5 Advisory Groups**

The CONSULTANT shall work with the PIC and GEC to establish a Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from governmental agencies, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each during the study to present information regarding the project, receive input, and respond to questions. This is a total of up to six (6) meetings.

Potential meeting milestones will include:

- a) Project Kick-Off
- b) Prior to Public Workshop
- c) Project Completion

The CONSULTANT will coordinate with CFX, the PIC, and the GEC to prepare the initial PAG and EAG members list. The PIC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study. The CONSULTANT will coordinate with CFX, the PIC, and the GEC and be responsible for preparing all materials, presentations, etc. distributed to the PAG/EAG members.

### **7.6 Project Kick-Off Letter**

Within thirty (30) calendar days after the Notice to Proceed Meeting, the CONSULTANT will assist the PIC in preparing and distributing a Project Kick-Off Letter to the following organizations: FDOT, MetroPlan Orlando, SCTPO, local government agencies, the East Central Florida Regional Planning Council, environmental regulatory agencies, local officials, affected property owners, and any group or individual that has expressed an interest in the project. The purpose of this letter will be to introduce the CONSULTANT and acquaint the recipients with the study, its purpose and objectives. Typical information shall include: study team, project scope, project limits, schedule, and potential issues and concerns.

### **7.7 Unscheduled Project Meetings**

The CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The CONSULTANT shall be available with no more than a five (5) working day notice, to attend these meetings or make presentations at the request of CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide or assist the PIC with maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to thirty (30) such unscheduled meetings.

## **7.8 Project Information Line/General Public Correspondence**

The PIC will maintain the project information line and general e-mail address established for the project. The CONSULTANT will provide support to the PIC to answer questions and respond to comments.

## **7.9 Project Newsletters**

The CONSULTANT shall assist the PIC in preparing and distributing up to three (3) project newsletters which will be designed to inform interested parties as to the status of the project. Newsletters shall have the quality of desk-top publishing and be comparable to previous CFX work efforts. Distribution of the newsletters will coincide with key project milestones as follows:

- Project Kick-Off
- Public Meeting / Workshop
- Project Completion

The CONSULTANT will assist the PIC in distributing newsletters to all interested parties, public officials, property owners, special interest groups, etc. as identified above. Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the newsletters may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Project Kick-Off Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a standard right-of-entry letter via US Post Office mail delivery.

## **7.10 Project Webpage**

The CONSULTANT shall provide information about the study to the PIC for inclusion on the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the PIC on an as-needed basis – generally coinciding with Newsletter distribution and EAG, PAG, and public meetings.

## **8.0 DATA COLLECTION**

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the alternative mobility programs. The created data base of information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

### **8.1 Aerial Photography**

The CONSULTANT shall use aerial photography as the basis for plotting various data necessary for planning, engineering and environmental analysis, and presentation of the alternative mobility programs. Copies of aerial photography are the prime source of information used to convey project considerations. The most current existing available aerial photography, either provided by CFX or obtained by the CONSULTANT, will be utilized and the digital aerial photography should be compatible with MicroStation.

Generally, controlled aerial mapping at a scale of 1" = 200' to 1" = 2000' will be used as the basis for plotting various data necessary to conduct detailed analyses. The CONSULTANT will recommend mapping scales for approval by CFX.

## **8.2 Traffic Data**

The CONSULTANT will coordinate with CFX and the T&RC and obtain all applicable project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study. The CONSULTANT shall collect any additional data for the study corridor and surrounding roadway network as needed, but is not expected to conduct machine or other forms of manual field counts.

## **8.3 Transportation Plans**

The CONSULTANT shall collect and summarize at a minimum:

- MetroPlan Orlando Long Range Transportation Plan (LRTP)
- Brevard County Comprehensive Plan
- Osceola County Comprehensive Plan
- Space Coast TPO LRTP
- East Central Florida Regional Planning Council 2060 Plan
- East Central Florida Corridor Task Force Final Report
- LYNX System Plans
- Plans that discuss non-motorized modes, including bikeways and pedestrian walkways
- Other applicable transportation plans

## **8.4 Land Use and Development Plans**

The CONSULTANT shall collect all adopted land use plans within and adjacent to the study corridor. Additionally, the CONSULTANT will, at a minimum, communicate with staff at Osceola and Brevard Counties (and their appropriate city staffs), East Central Florida Regional Planning Council, major land developers, and other corridor stakeholders to collect information on planned developments that may influence the analysis and outcome of this study.

## **8.5 Physical / Natural Environmental Information**

The CONSULTANT will collect information on the existing physical and natural environment from published resources. Information to be collected will include, but not be limited to, the following:

- Roadways
- Socioeconomic Characteristics (schools, places of worship, community centers, etc.)
- Utilities
- Archaeological and Historical Resources
- Recreational areas and facilities
- Wildlife and habitat areas
- Farmlands
- Major wetland features,
- Surface water bodies,
- Outstanding Florida Waters, Wild and Scenic Rivers and Aquatic preserves, if any,
- Floodplains
- Contamination potential sites
- Conservation areas
- Other unique natural features that may influence the analysis and outcome of this study

## **8.6 Interagency and Stakeholder Coordination**

The CONSULTANT will be required to initiate and maintain coordination with the local governments,

FDOT and corridor stakeholders to ensure the study team has a firm understanding of the approved and proposed development plans including transportation facilities, land uses, magnitude and timing.

### **8.7 Study Area Base Maps**

The CONSULTANT will prepare base maps for the study corridor that will be used throughout the study for public involvement presentations, corridor maps, and alternative plans. All major environmental features should be identified and plotted as well as all current and projected land uses and development plans collected throughout the coordination process. The CONSULTANT should clearly identify any study area constraints or fatal flaws. Likewise, the CONSULTANT should identify any opportunities that could have substantive influence on potential alternative mobility programs.

### **8.8 Confirm Corridor Limits**

Upon completion of the data collection efforts and identification of unique corridor characteristics, the CONSULTANT will reaffirm the corridor limits.

### **8.9 Data Collection Summary Technical Memorandum (Deliverable)**

The CONSULTANT will summarize the data collection effort in the Existing Conditions Technical Memorandum (Tech Memo). The Tech Memo will document all of the data collection efforts and will include identification of unique corridor features that will materially influence the development and evaluation of alternative mobility programs. Any “fatal flaws” should be clearly identified in this document. The contents of the Tech Memo will be incorporated in the final study document.

## **9.0 ESTABLISH PURPOSE AND NEED**

The Purpose and Need Statement will provide the basis for evaluating the effectiveness of each mobility alternative in meeting the corridor’s transportation needs and shall be developed to meet the requirements of a potential future PD&E study.

The CONSULTANT, in coordination with CFX and its T&RC, will evaluate current and future year population, population densities, major employment centers and densities, traffic and truck forecasts, weekend and recreational traffic and other characteristics of the study corridor. The evaluation will include a discussion of demographic shifts and emerging population, past and projected employment, and past and projected housing trends. Development and land use patterns will be evaluated to identify major trip generators and/or communities that are currently, or will be in the future, in need of regional mobility improvements.

Under this task the CONSULTANT will identify the corridor mobility needs and document issues sufficiently to guide the development and refinement of mobility alternatives. The CONSULTANT will prepare a formal Purpose and Need statement for review, comment and approval by CFX and the GEC.

## **10.0 MOBILITY PROGRAM ALTERNATIVE**

In this portion of the study, the CONSULTANT will develop and evaluate alternative mobility programs that could satisfy the study’s Purpose and Need. The alternative mobility programs could include one or more of the following transportation elements:

- Limited Access Tolloed Expressways
- Buses, fixed guideways, bus rapid transit systems, other mass transit technologies
- Intermodal facilities, including park and ride lots

### **10.1 No-Build Alternative**

The CONSULTANT will develop and evaluate a No-Build scenario. This scenario will be based on the assumption that CFX does not implement a mobility program within the corridor above and beyond what the local governments and private entities have in their plans. The evaluation results should definitively relate to the Purpose and Need statement.

### **10.2 Develop Alternative Mobility Programs**

The CONSULTANT will develop up to three (3) alternative mobility programs, consisting of one or more of the listed mobility elements. The level of detail expected for each mobility element proposed is provided below.

- **Limited Access Tolled Expressway** - The CONSULTANT will develop conceptual alignments in accordance with the design criteria provided in Attachment B. At a minimum, the CONSULTANT will identify logical termini, prepare typical sections, identify potential bridge and interchange locations (including potential feeder road connections), delineate potential right-of-way requirements, and estimate potential impacts to critical corridor features. Enough detail will be required to enable the preparation of a reasonable cost estimate and impact evaluation, which the CONSULTANT will also provide.
- **Mass Transit Technology** – The CONSULTANT will identify a single or a range of potential mass transit technologies that could reasonably serve the projected mobility need. For each identified technology the CONSULTANT will provide a conceptual alignment and logical termini; and an overview of the operating parameters (headways, service times, etc.), station locations, capital costs and annual operation and maintenance costs.
- **Intermodal Facilities** – The CONSULTANT will identify potential locations for any proposed intermodal facilities. Approximate size and property requirements must also be estimated. Additionally, a description of the potential transportation modes and their interaction at the facilities will be required.

The CONSULTANT will plot each mobility program alternative on the base map to clearly reflect the limits and scope of the alternative.

The CONSULTANT will provide a conceptual implementation schedule for each mobility program alternative that is based on the anticipated development schedule and mobility needs of the corridor. Phased implementation of the overall Mobility Program is acceptable; however, the schedule must clearly indicate the phasing and the triggers for each phase.

The CONSULTANT will present the alternative mobility program(s) to CFX and the GEC for review, comment, refinement and approval.

### **10.3 Evaluate and Refine Mobility Programs**

The CONSULTANT will evaluate the unique elements, benefits and impacts of each mobility alternative and summarize in a matrix. The primary evaluation efforts are described below:

- The CONSULTANT will coordinate with the T&RC to develop conceptual traffic forecasts for each mobility program alternative to determine how effective each is at satisfying the Purpose and Need.
- The CONSULTANT will prepare conceptual costs for each alternative. The costs will address initial capital costs such as design, right-of-way acquisition and construction, as well as vehicle / technology procurement for each alternative that includes a multimodal element.
- The CONSULTANT will estimate impacts to the physical and natural environment. This analysis

should address not only potential impacts resulting from the proposed alternatives, but also include a discussion of the steps needed to accomplish the environmental approval and possible mitigation.

Upon completion of the evaluation of the alternative mobility programs, the CONSULTANT will present the evaluation results to CFX, the GEC and the T&RC for review, comment and refinement.

#### **10.4 Financial Viability Analysis – N/A**

#### **10.5 Concept, Feasibility and Mobility Study Report (Deliverable)**

The CONSULTANT will document the alternative mobility program development and evaluation effort in the *Concept, Feasibility and Mobility Study Report*. In general, the CONSULTANT will provide documentation for all of the major work efforts of the study, including but not limited to the following:

- Data Collection / Existing Conditions (as documented in the Technical Memorandum)
- Corridor Confirmation (as documented in the Technical Memorandum)
- Purpose and Need (as previously approved)
- Alternative Mobility Program Development
- Alternative Mobility Program Evaluation
- Conclusions and Recommendations

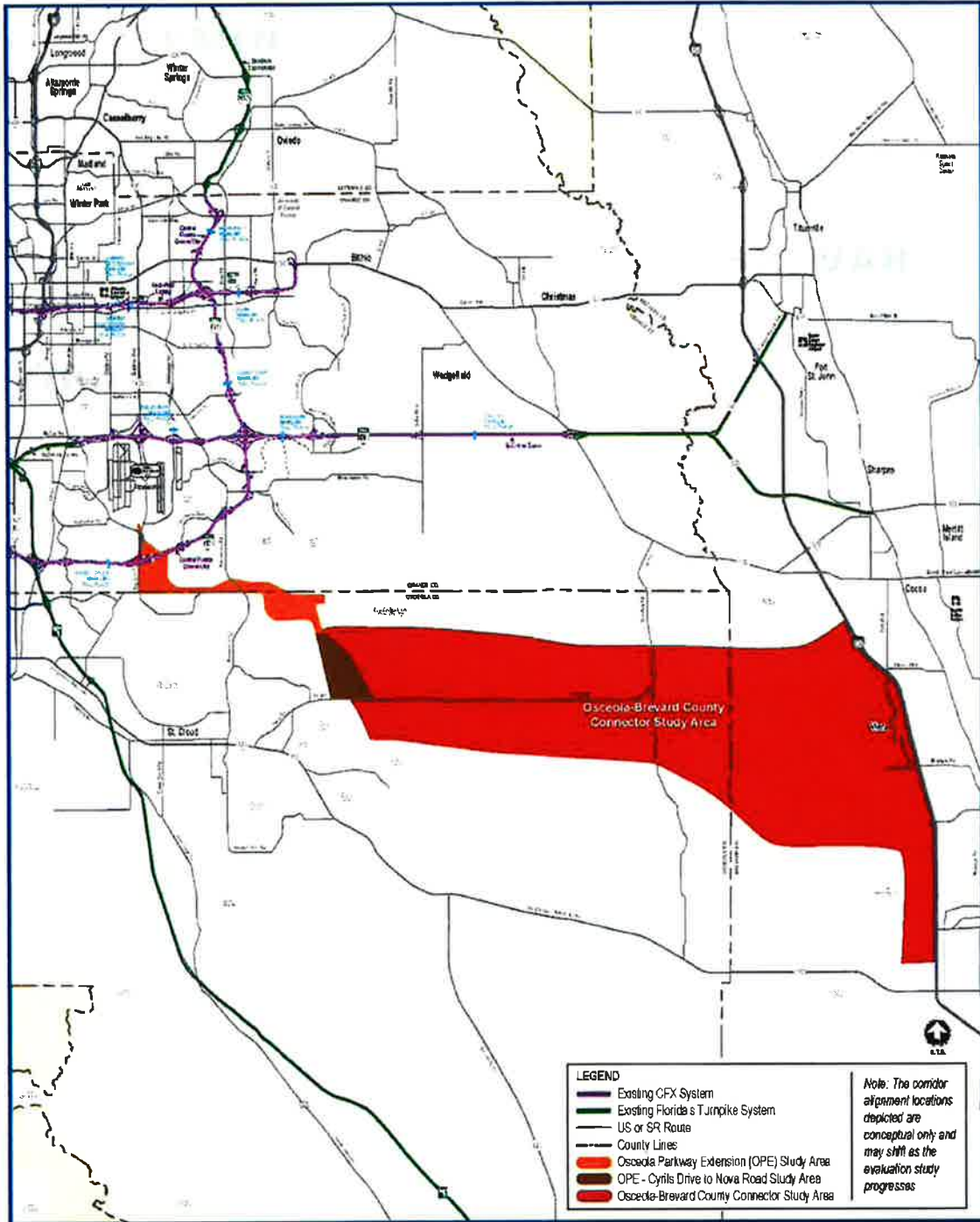
The GEC will provide a DRAFT outline to the CONSULTANT to help ensure the report adequately addresses all pertinent aspects of the study.

#### **11.0 DELIVERABLES**

The CONSULTANT will provide the following documents / deliverables:

- Corridor Base Maps
- QA/QC Plan
- Public Involvement Plan - Final
- Existing Conditions Technical Memorandum (Tech Memo) – Draft and Final
- Purpose and Need Statement – Draft and Final
- Typical Section Package – Draft and Final
- Concept, Feasibility and Mobility Study Report – Draft and Final
- Assist the CFX PIC with the Comments & Coordination Summary – Final

A PDF of each draft / final submittal will be required for all deliverables.



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Osceola-Brevard County Connector Study Area**  
**Central Florida Expressway Authority**  
**General Location Map**

## ATTACHMENT B – DESIGN CRITERIA

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

| Design Element   | Design Standard   | Source  |            |      |                                  |
|--|---|---|------------|------|----------------------------------|
| <u>Design Year</u>   | 2045  | - Scope of Services   |            |      |                                  |
| <u>Design Vehicle</u>  | WB-62FL/WB-67   | AASHTO 2004, Pg 18<br>FDM Part 2, Sect 201 5  |            |      |                                  |
| <u>Design Speed</u><br><b>Limited Access Facilities</b><br>Rural & Urban<br>Urbanized<br><b>Arterials and Collectors</b><br>C1 Natural<br>C2 Rural<br>C2T Rural Town<br>C3 Suburban<br>C4 Urban General<br>C5 Urban Center<br>C6 Urban Core<br><b>Ramps</b><br>Directional<br>Loop | 70 mph<br>50-70 mph<br><br>55-70 mph<br>55-70 mph<br>25-45 mph<br>35-55 mph<br>30-45 mph<br>25-35 mph<br>25-30 mph<br><br>50 mph<br>30 mph  | FDM Part 2, Tbl 201 4.1<br><br><br><br><br><br><br><br><br><br><br>FDM Part 2, Sect 201 4 1.1   |            |      |                                  |
| <u>Lane Widths</u><br>Freeway<br>Ramp<br>1-lane<br>2-lane<br>Turning Roadway<br>Arterial<br>Collector/Service Road<br>Bicycle<br>Rural/Urban   | 12-ft<br><br>15-ft<br>24-ft<br>Case dependent<br>10-12-ft<br>10-12-ft<br><br>7-ft   | FDM Part 2, Sect. 211 2<br>FDM Part 2, Sect. 211 2 1<br><br>FDM Part 2, Tbl 211 2 1<br>FDM Part 2, Tbl 210 2 1<br><br>FDM Part 2, Sect 223.2.1 1                          |            |      |                                  |
| <u>Cross Slope (lanes 1-way)</u><br>Roadway<br>2-lane (2)<br>3-lane (3)<br>4-lane (4)<br>4-lane (4) – DS = ≥65 mph<br>Bridge Section<br><br><u>Max. Lane "Roll-over"</u><br><br>DS > 35 mph<br>DS < 35 mph   | -0.02 ft/ft (2)<br>-0.02 ft/ft (2), -0.03 ft/ft (1)<br>+0.02 ft/ft (2)(1), -0.02 ft/ft (2), -0.03 (2)(1)<br>-0.02 ft/ft (2), -0.03 (2)<br>-0.02 (typical, uniform, no slope break,<br>straight-line rate)<br><br>4.0%<br><br>5.0% (between through lane & aux lane)<br>6.0% (between through lane & aux lane) | FDM Part 2, Fig 210.2 1, 211 2 1<br><br><br><br><br><br>FDM Part 2 Sect. 210.2 4, 211 2 2<br><br>FDM Part 2, Fig 210.2 1, 211 2 1<br><br>FDM Part 2, Tbl 210.2.2, 211 2 2 |            |      |                                  |
| <u>Median Width</u><br>Freeway<br>DS ≥ 60 mph<br>DS < 60 mph<br>All, with barrier<br>Arterial & Collector<br>DS ≥ 45 mph ≥ 50 mph<br>DS < 45 mph < 50 mph  | 60 to (64-ft*)<br>40-ft<br>26-ft (with barrier)<br><br>22-ft, 30- 40-ft<br>40-ft . 15 5-22-ft   | FDM Part 2, Tbl. 210 3 1, 211 3.1   |            |      |                                  |
| <u>Shoulder Width (lanes 1-way)</u>  | Total (ft)  |   | Paved (ft) |      | FDM Part 2, Tbl 210 4 1, 211 4 1 |
|  | Outside   | Left  | Outside    | Left |                                  |



| Design Element   | Design Standard   |  |   |  | Source   |
|--|---|--|---|--|--|
|  |   |  |   |  |  |
| Freeway<br>3-lane or more<br>2-lane<br>Ramp<br>1-lane<br>2-lane<br>Aux Lane<br>Arterial & Collector (Nomn volume)<br>2-lane divided<br>2-lane undivided<br>Service Road, 2-Lane, 2-Way, Undivided<br><br><u>Shoulder Cross Slope</u><br><u>Max Shoulder "Roll-over"</u><br><br><u>Bridge section (lanes 1-way)</u><br>2-lane<br>3-lane or more<br>1-lane ramp<br>2-lane ramp<br>Service Road, 2-Lane, 2-Way, Undivided | 12<br>12<br>6<br>10<br>12<br>10<br>10<br>10<br><br>0 06<br>7 0%<br><br>10<br>10<br>6<br>10<br>10  | 12<br>8<br>6<br>8<br>N/A 8<br>8<br>N/A 8<br>10<br><br>0 05<br>7 0%<br><br>6<br>10<br>6<br>6<br>10  | 10<br>10<br>4<br>8<br>10<br>5<br>5<br><br>-<br>-<br>-<br>-<br>-<br>-<br>- | 10<br>4<br>2<br>4<br>N/A 4<br>0<br>N/A 0<br>5<br><br>-<br>-<br>-<br>-<br>-<br>-<br>- | Fig 211 4 1, 211 4 2, 210 4 2, 210 4 3<br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br>FDM Part 2, Sect 210 4 1, 211 4 2<br>Fig 210.4 2, 211 4.1<br><br>FDM Part 2, 260 3, Fig 260 1 1, 260.1 2 |
| <u>Border Width</u><br>Freeway<br>Ramp<br>DS = 60 mph Urban<br>Arterial/Collector<br>DS = 45 mph ≥50<br>DS = 45 mph 40<br>Arterial/Collector (Curb & Gutter)<br>C1 Natural<br>C2 Rural<br>C2T Rural Town<br>C3 Suburban<br>C4 Urban General<br>C5 Urban Center<br>C6 Urban Core  | 94-ft, (94-ft desirable)<br>94-ft, (L O C. plus 10-ft as minimum)<br>40-ft (if ≥50)<br>33-ft<br>35-ft<br>35-ft<br>12-ft<br>12-ft<br>12-ft<br>12-ft<br>14-ft |  |   |  | FDM Part 2, Sect 211 6<br>- (CFX Policy)<br>3<br><br>FDM Part 2, Sect 210 7, Tbl 210 7 1   |
| <u>Roadside Slopes</u><br>Front Slope<br><br><br>Front slope (curb & gutter)<br>Back slope<br><br>Back slope (curb & gutter)<br>Transverse slope<br><br>Transverse slope (curb and gutter)   | Fill Height (ft)<br>0 0-5<br>5-10<br>10-20<br>>20<br><br>All<br><br>All<br><br>All<br><br>All   | Rat<br>1:6<br>1:6 to CZ & 1:4<br>1:6 to CZ & 1:3<br>1:2 with guardrail<br>(Use 10-ft bench at<br>half the height of fill)<br><br>1:2 not flatter than 1:6<br><br>1:4 or 1:3 w/ standard<br>width trap ditch & 1:6<br>front slope<br><br>1:2 not flatter than 1:6<br>1:10 or flatter<br>(freeway/interstate)<br>1:4 |   |  | FDM Part 2, Tbl 215 2 3<br><br><br><br><br><br>- (CFX Policy):<br>Use 1:3 slopes, avoid 1:2 slopes except<br>where as necessary  |
| <u>Max. Grade / Max. Change in Grade</u><br>Freeway (Rural/Urban)  | Max. Grade<br>3.0%  | Max Change in<br>(70 mph/60 mph)<br>0.20% / 0.40%  |   |  | FDM Part 2, Tbl 210 10 1, 210 10 2, 211 9 1  |

| Design Element   | Design Standard   |  | Source  |  |
|--|---|--|---|--|
| Ramp   |   |  |   |  |
| Directional  | 5.0%  | 0.60%  |   |  |
| Loop   | 7.0%  | 1.00%  |   |  |
| Arterial   |   |  |   |  |
| C1 Natural   | 4.0%  | 0.50%  |   |  |
| C2 Rural   | 4.0%  | 0.50%  |   |  |
| C2T Rural Town   | 8.0%  | 1.00%  |   |  |
| C3 Suburban  | 7.0%  | 0.90%  |   |  |
| C4 Urban General   | 8.0%  | 1.00%  |   |  |
| C5 Urban Center  | 8.0%  | 1.00%  |   |  |
| C6 Urban Core  | 8.0%  | 1.00%  |   |  |
| Min. Grade Curb & Gutter   | 0.3%  | -  | FDM Part 2, Sect. 210.10.1.1                                      |  |
| <u>Minimum Stopping Sight Distance</u><br>(Grades 2.0%)  | Dsgn. Speed (mph)   | Distance (ft)  | FDM 210.11.1  |  |
|  | 70  | 730  |   |  |
|  | 60  | 570  |   |  |
|  | 55  | 495  |   |  |
|  | 50  | 425  |   |  |
|  | 45  | 360  |   |  |
|  | 30  | 200  |   |  |
| <u>Decision Sight Distance</u><br>(Per avoidance maneuver)   | Dsgn. Speed (mph)   | Distance (ft)  | -AASHTO Exh. 3-3  |  |
|  | 70  | 780-1445   |   |  |
|  | 60  | 610-1280   |   |  |
|  | 55  | 535-1135   |   |  |
|  | 50  | 465-1030   |   |  |
|  | 45  | 395-930  |   |  |
|  | 30  | 220-620  |   |  |
| <u>Horizontal Curve Length</u><br>Freeway<br>Others<br><br><u>Max. Curvature (Degree of Curve)</u><br>Freeway<br>DS = 70 mph Rural<br>DS = 60 mph Urban<br>Arterial<br>DS = 55 mph Rural<br>DS = 45 mph Urban<br>Collector<br>DS = 45 mph Frontage Road<br>DS = 50 mph Service Road<br>Ramp<br>DS = 50 mph Directional<br>DS = 30 mph Loop | V = Design Speed<br>30V (desirable)<br>15V (min.)   |  | FDM Part 2, Tbl 211.7.1   |  |
|  |   |  | FDM Part 2, Tbl 210.9.1, 210.9.2                                  |  |
|  | 3° 30' 00"  |  |   |  |
|  | 5° 15' 00"  |  |   |  |
|  | 6° 30' 00"  |  |   |  |
|  | 8° 15' 00"  |  |   |  |
|  | 8° 15' 00"  |  |   |  |
|  | 8° 15' 00"  |  |   |  |
|  | 8° 15' 00"  |  |   |  |
|  | 8° 15' 00"  |  |   |  |
|  | 24° 45' 00"   |  |   |  |
|  | <u>Superelevation Transition</u><br>Tangent<br>Curve<br>Spirals<br><u>Superelevation Transition Rates</u><br>$e_{max} = 0.10$<br>2-lane<br><br>3-lane<br><br>4-lane or more<br><br>$e_{max} = 0.05$ (all lanes) | 80% (50% min.)<br>20% (50% min.)<br>(Curves < 1° 30' 00" do not use spirals) |   | FDM Part 2, Sect. 210.9<br>- (CFX Policy)                  |
|  |   |  |   | FDM Part 2, Tbl 210.9.3                                    |
|  |   | 1:200 (45-50 mph)<br>1:225 (55-60 mph)<br>1:250 (65-70 mph)                  |   | - Design Standards Ind. No. 510, 511<br>- AASHTO Exh. 3-28 |
|  |   | 1:150 (45-50 mph)<br>1:170 (55-60 mph)<br>1:190 (65-70 mph)                  |   |  |
| 1:100 (25-35 mph)<br>1:125 (40 mph)<br>1:150 (45 mph)  |   |  |   |  |
| Dsgn. Speed (mph)  |   | K-value  | FDM Part 2, Tbl 211.9.2<br>- AASHTO Exh. 3-72 (crest), 3-75 (sag) |  |
| 70   |   | Crest  |   | Sag  |
|  |   | 401  |   | 181  |

| Design Element                    | Design Standard   |                 |                                     | Source   |
|-----------------------------------|---|-----------------|-------------------------------------|--|
| Mainline                          | 60  | 245             | 136                                 | - <i>CFX Policy</i><br><br><i>Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable</i> |
|                                   | 55  | 185             | 115                                 |  |
|                                   | 50  | 136             | 96                                  |  |
|                                   | 45  | 98 N/A          | 79 N/A                              |  |
|                                   | 30  | 31 N/A          | 37 N/A                              |  |
| Ramps                             | 70  | 401             | 181                                 |  |
|                                   | 60  | 245             | 136                                 |  |
|                                   | 50  | 136             | 96                                  |  |
|                                   | 45  | 98              | 79                                  |  |
|                                   | 30  | 31              | 37                                  |  |
| <u>Minimum Lengths</u>            | Crest   | Sag             |                                     | FDM Part 2, Tbl 211 9 3  |
| Freeway                           |   |                 |                                     |  |
| DS = 70 mph Rural                 | 1000-ft   | 800-ft          | *Crest = 1800-ft within interchange |  |
| DS = 60 mph Urban                 | 1000-ft   | 800-ft          |                                     |  |
| Arterial                          |   |                 |                                     |  |
| DS = 55 mph Rural                 | 350-ft  | 250-ft          |                                     |  |
| DS = 45 mph Urban                 | 135-ft  | 135-ft          |                                     |  |
| Collector                         |   |                 |                                     |  |
| DS = 45 mph Frontage Road         | 135-ft  | 135-ft          |                                     |  |
| DS = 50 mph Service Road          | 300-ft  | 200-ft          |                                     |  |
| Ramp                              |   |                 |                                     |  |
| DS = 50 mph Directional           | 300-ft  | 200-ft          |                                     |  |
| DS = 30 mph Loop                  | 90-ft   | 90-ft           |                                     |  |
| Lane Drop Taper                   | L = WS (DS = 45 mph)<br>L = WS <sup>2</sup> /60 (DS ≤ 40 mph) |                 |                                     | - Design Standards Ind. No. 525, 526   |
|                                   | 50:1 min, 70:1 desirable (freeways)                           |                 |                                     | - AASHTO Pg 818  |
| <u>Clear Zone</u>                 | Travel Lanes  | Auxiliary Lanes |                                     | FDM Part 2, Sect. 210, 211, 215<br>FDM Tbl 215 2 1   |
| Freeway                           |   |                 |                                     |  |
| DS = 70 mph Rural                 | 36-ft   | 24-ft           |                                     |  |
| DS = 60 mph Urban                 |   |                 |                                     |  |
| Arterial                          |   |                 |                                     |  |
| DS = 55 mph Rural                 | 30-ft   | 18-ft           |                                     |  |
|                                   | 4-ft (Curb & Gutter)  | 14-ft           |                                     |  |
| DS = 45 mph Urban                 | 24-ft   |                 |                                     |  |
|                                   | 4-ft (Curb & Gutter)  |                 |                                     |  |
| Collector                         |   |                 |                                     |  |
| DS = 45 mph Frontage Road         | 24-ft   | 14-ft           |                                     |  |
| DS = 50 mph Service Road          | 24-ft   | 14-ft           |                                     |  |
| Ramp                              |   |                 |                                     |  |
| DS = 50 mph Directional           | 18-ft   | 8-ft            |                                     |  |
| 1 to 2-lane                       |   |                 |                                     |  |
| DS = 30 mph Loop                  | 6-ft  | 6-ft            |                                     |  |
| 1 to 2-lane                       |   |                 |                                     |  |
| <u>Vertical Clearance</u>         |   |                 |                                     | FDM 260 6  |
| Over Roadway                      | 16'-6" FDM 16 5   |                 |                                     | FDM Overhead Sign 210.10.3   |
| Over Railroad                     | 23'-6" FDM 23 5   |                 |                                     | FDM Waterway 260.8.1   |
| Sign over Roadway                 | 17'-6" FDM 17 5   |                 |                                     |  |
| Over Water                        | 12'-0" min. FDM 12'-0"  |                 |                                     |  |
| <u>Limited Access Limits</u>      |   |                 |                                     | FDM Part 2, Sect 211 15.   |
| Rural                             | 300-ft min  |                 |                                     |  |
| Urban                             | 100-ft min  |                 |                                     |  |
| Crossroad overpass/no interchange | 200-ft  |                 |                                     |  |

**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. Entrance Ramp Taper of 900 ft. (1□ -convergence)
- d. Exit Ramp Taper of 550 ft. (3□ -divergence)

**Right-of-way**

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

**CONSENT AGENDA ITEM  
#9**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 24, 2020

SUBJECT: Approval of Contract Award to Volkert, Inc. for  
Professional Engineering Consultant Services for the Project Development and  
Environment (PD&E) Study of the Southport Connector Project  
Project No. 599-233, Contract No. 001632

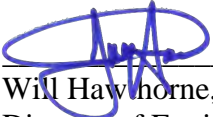
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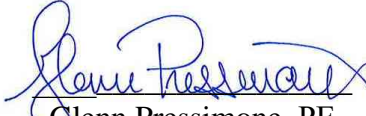
The Board approved on March 12, 2020, the final ranking and authorization to negotiate with firms for the Professional Engineering Consultant Services for the PD&E Study of the Southport Connector Project.

The service will consist of conducting a PD&E Study for the proposed Southport Connector from Poinciana Parkway to Canoe Creek Road (CR 523).

Board award of the contract to Volkert, Inc. is requested in the not-to-exceed amount of \$2,000,000.00.

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

Reviewed by:   
\_\_\_\_\_  
Will Hawthorne, PE  
Director of Engineering

  
\_\_\_\_\_  
Glenn Pressimone, PE

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
VOLKERT, INC.**

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

**CONTRACT NO. 001632, PROJECT NO. 599-233**

**CONTRACT DATE: AUGUST 13, 2020  
CONTRACT AMOUNT: \$2,000,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, DETAILS OF COSTS AND FEES,  
PROJECT ORGANIZATIONAL CHART, PROJECT  
LOCATION MAP, SCHEDULE, AND POTENTIAL  
CONFLICT DISCLOSURE FORM**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF  
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION  
MAP, SCHEDULE, AND POTENTIAL CONFLICT DISCLOSURE FORM**

**FOR**

**SOUTHPORT CONNECTOR PROJECT**

**PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY**

**PROJECT NO. 599-233  
CONTRACT NO. 001632**

**AUGUST 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**



## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>                                    |        |
|----------------|---|--------|
| AG             | Agreement                                       | 1 - 19 |
| A              | Exhibit "A", Scope of Services                  |        |
| B              | Exhibit "B", Method of Compensation             |        |
| C              | Exhibit "C", Details of Cost and Fees           |        |
| D              | Exhibit "D", Project Organization Chart         |        |
| E              | Exhibit "E", Project Location Map               |        |
| F              | Exhibit "F", Schedule                           |        |
| G              | Exhibit "G", Potential Conflict Disclosure Form |        |

## Table of Contents

|       |   |    |
|-------|---|----|
| 1.0.  | DEFINITIONS.....  | 1  |
| 2.0.  | SERVICES TO BE PROVIDED .....   | 1  |
| 3.0.  | TERM OF AGREEMENT AND RENEWALS .....                                    | 2  |
| 4.0.  | PROJECT SCHEDULE.....   | 2  |
| 5.0.  | PROFESSIONAL STAFF .....  | 3  |
| 6.0.  | COMPENSATION .....  | 4  |
| 7.0.  | DOCUMENT OWNERSHIP AND RECORDS.....                                     | 5  |
| 8.0.  | COMPLIANCE WITH LAWS .....  | 7  |
| 9.0.  | WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE .....                  | 7  |
| 10.0. | TERMINATION.....  | 7  |
| 11.0. | ADJUSTMENTS .....   | 8  |
| 12.0. | HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY .....             | 8  |
| 13.0. | INFRINGEMENT OF PATENTS AND COPYRIGHTS .....                            | 9  |
| 14.0. | INSURANCE.....  | 10 |
| 15.0. | COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....                 | 12 |
| 16.0. | CONFLICT OF INTEREST AND STANDARD OF CONDUCT .....                      | 12 |
| 17.0. | DOCUMENTED ALIENS .....   | 13 |
| 18.0. | E-VERIFY CLAUSE.....  | 14 |
| 19.0. | INSPECTOR GENERAL .....   | 14 |
| 20.0. | PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT ..... | 14 |
| 21.0. | COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....                  | 14 |
| 22.0. | AVAILABILITY OF FUNDS.....  | 15 |
| 23.0. | AUDIT AND EXAMINATION OF RECORDS.....                                   | 15 |
| 24.0. | GOVERNING LAW AND VENUE.....  | 16 |
| 25.0. | NOTICE.....   | 16 |
| 26.0. | HEADINGS .....  | 17 |
| 27.0. | CONTRACT LANGUAGE AND INTERPRETATION .....                              | 17 |
| 28.0. | ASSIGNMENT.....   | 17 |
| 29.0. | SEVERABILITY .....  | 18 |
| 30.0. | INTEGRATION.....  | 18 |
| 31.0. | ATTACHMENTS.....  | 18 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August 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 Volkert, 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 2300 Maitland Center Pkwy, Suite 122, 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 Southport Connector Project, Project Development and Environmental Study identified as Project No. 599-233 and Contract No. 001632.

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 a project development and environmental study for the Southport Connector Project. A Supplemental Agreement will be required for the additional work.

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

After 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 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

AECOM Technical Services, Inc.

DRMP, Inc.

Southeastern Archaeological Research, Inc.

The Balmoral Group, LLC.

RS&H, Inc.

Class II

Geotechnical and Environmental Consultants, Inc.

Class I and Class II

WBQ Design & Engineering, 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 \$2,000,000.00 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 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 2300 Maitland Center Pkwy, Suite 122, 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 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.

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

## 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 in writing the Agreement or (b) notifying the CONSULTANT in writing of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

#### 11.0. ADJUSTMENTS

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

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

#### 12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to

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

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

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

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

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

### 13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 14.0. INSURANCE

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

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

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

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

14.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence/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.

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) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence

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

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

#### 15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

#### 16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

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

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

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

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

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

#### 17.0. DOCUMENTED ALIENS

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

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

18.0. E-VERIFY CLAUSE

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

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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



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

## 22.0. AVAILABILITY OF FUNDS

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

## 23.0. AUDIT AND EXAMINATION OF RECORDS

### 23.1 Definition of Records:

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

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

23.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any

CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

23.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### 24.0. GOVERNING LAW AND VENUE

This Agreement, 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: Volkert, Inc.  
2300 Maitland Center Pkwy, Suite 122  
Maitland, FL 32751  
Attn: Ralph Bove, Jr. Project Manager

Volkert, Inc.  
2300 Maitland Center Pkwy, Suite 122  
Maitland, FL 32751  
Attn: Bo Sanchez, P.E.

## 26.0. HEADINGS

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

## 27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

## 28.0. ASSIGNMENT

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

29.0. SEVERABILITY

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

30.0. INTEGRATION

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

31.0. ATTACHMENTS

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

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on August 13, 2020.

**VOLKERT, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

*Approved as to form and execution, only.*

\_\_\_\_\_  
*General Counsel for CFX*

# **EXHIBIT A**

## **SCOPE OF SERVICES**

**Central Florida Expressway Authority**

**SCOPE OF SERVICES**

**Project Development and Environment (PD&E) Study**

**SOUTHPORT CONNECTOR**

**Poinciana Parkway to Canoe Creek Road (CR 523)**

**Osceola and Polk Counties**

**CFX Project # 599-233**

**Contract # 001632**

## Table of Contents

|  |          |
|--|----------|
| <b>DESCRIPTION.....</b>                                | <b>1</b> |
| <b>PURPOSE .....</b>                                   | <b>1</b> |
| <b>STUDY OBJECTIVE .....</b>                           | <b>2</b> |
| <b>STUDY REQUIREMENTS AND PROVISIONS FOR WORK.....</b> | <b>2</b> |
| Governing Regulations                                  | 2        |
| Notice to Proceed Meeting/Scoping Meeting              | 3        |
| Key Personnel  | 3        |
| Correspondence   | 4        |
| Submittals   | 4        |
| Coordination with other Entities                       | 5        |
| Project Schedule                                       | 5        |
| Quality Control  | 5        |
| Project Management, Meetings and Coordination          | 5        |
| <b>1 PUBLIC INVOLVEMENT.....</b>                       | <b>6</b> |
| 1.1 Public Involvement Plan                            | 6        |
| 1.2 Mailing List                                       | 6        |
| 1.3 Notice of Intent (N/A)                             | 6        |
| 1.4 Advance Notification                               | 6        |
| 1.5 Scheduled Public Meetings                          | 7        |
| 1.5.1 Project Advisory Committees                      | 7        |
| 1.5.2 Officials Project Kick-Off                       | 7        |
| 1.6 Unscheduled Public Meetings                        | 7        |
| 1.7 Public Hearing                                     | 8        |
| 1.8 LDCA - N/A   | 8        |



|  |          |
|--|----------|
| 1.9 Special Public Involvement Requirements – N/A            | 8        |
| 1.9.1 Project Information Line/General Public Correspondence | 8        |
| 1.9.2 Project Newsletters                                    | 8        |
| 1.9.3 Project Webpage  | 9        |
| 1.9.4 In-House Displays                                      | 9        |
| <b>2 ENGINEERING ANALYSIS AND REPORTS.....</b>               | <b>9</b> |
| 2.1 Data Collection  | 9        |
| 2.2 Field Review   | 9        |
| 2.3 Survey Coordination                                      | 9        |
| 2.4 Geotechnical   | 10       |
| 2.5 Traffic  | 10       |
| 2.5.9 Traffic Data for Noise Study                           | 10       |
| 2.5.10 Traffic Data for Air Analysis                         | 10       |
| 2.5.11 Signalization Analysis                                | 10       |
| 2.6 Safety   | 10       |
| 2.7 Utilities and Railroads                                  | 11       |
| 2.8 Needs  | 11       |
| 2.8.1 Transportation Plans                                   | 11       |
| 2.8.2 Analysis of Existing Conditions                        | 11       |
| 2.8.3 Purpose and Need                                       | 11       |
| 2.9 Corridor Analysis  | 11       |
| 2.9.1 Corridor Identification                                | 11       |
| 2.10 Roadway   | 12       |
| 2.10.1 Existing Roadway Characteristics                      | 12       |
| 2.10.2 Typical Section Analysis                              | 12       |
| 2.10.3 Roadway Design Alternatives                           | 12       |

|  |    |
|--|----|
| 2.10.4 Access Management                     | 13 |
| 2.10.5 Identify Construction Segments        | 13 |
| 2.11 Structures                              | 13 |
| 2.11.1 Existing Structure Characteristics    | 13 |
| 2.11.2 Structures Typical Section Analysis   | 13 |
| 2.11.3 Structures Design Alternatives        | 14 |
| 2.12 Drainage                                | 14 |
| 2.13 Concept Plans                           | 15 |
| 2.13.1 Prepare Base Map for Conceptual Plans | 15 |
| 2.13.2 Alternative Concept Plans             | 15 |
| 2.13.3 Preferred Alternative Concept Plans   | 15 |
| 2.14 Typical Section Package                 | 15 |
| 2.15 Design Exception and Variation (N/A)    | 15 |
| 2.16 Multi-Modal Accommodations              | 15 |
| 2.17 Park and Ride Lots                      | 16 |
| 2.18 Maintenance of Traffic                  | 16 |
| 2.19 Comparative Analysis and Evaluation     | 16 |
| 2.20 Selection of Preferred Alternative      | 16 |
| 2.21 Value Engineering (N/A)                 | 16 |
| 2.22 Risk Management (N/A)                   | 16 |
| 2.23 Construction Cost Estimate              | 16 |
| 2.24 Right-of-Way Cost Estimate              | 17 |
| 2.25 Preliminary Engineering Report (PER)    | 17 |
| 2.26 Other Engineering Services N/A          | 17 |
| 2.27 Quality Assurance/Quality Control       | 17 |

|  |           |
|--|-----------|
| <b>3 ENVIRONMENTAL ANALYSIS AND REPORT .....</b> | <b>17</b> |
| 3.1 Land Use Changes                             | 17        |
| 3.2 Socioeconomic Characteristics                | 17        |
| 3.3 Economic                                     | 18        |
| 3.4 Mobility                                     | 18        |
| 3.5 Aesthetics                                   | 18        |
| 3.6 Relocation Potential (N/A)                   | 18        |
| 3.7 Archaeological and Historical Resources      | 18        |
| 3.8 Recreational/ Section 4(f)                   | 18        |
| 3.9 Wetlands and Essential Fish Habitat          | 19        |
| 3.10 Water Quality                               | 19        |
| 3.11 Special Designation                         | 19        |
| 3.12 Wildlife and Habitat                        | 19        |
| 3.13 Identify Permit Conditions                  | 19        |
| 3.14 Farmlands                                   | 19        |
| 3.15 Noise                                       | 20        |
| 3.16 Air Quality                                 | 20        |
| 3.17 Construction Impact Analysis                | 20        |
| 3.18 Contamination                               | 20        |
| 3.19 Class of Action Determination (N/A)         | 20        |
| 3.20 Type II Categorical Exclusion (N/A)         | 20        |
| 3.21 PEIR  | 20        |
| 3.22 Environmental Assessment (N/A)              | 21        |
| 3.23 FONSI (N/A)                                 | 21        |
| 3.24 Draft EIS (N/A)                             | 21        |
| 3.25 Final EIS (N/A)                             | 21        |
| 3.26 Quality Assurance/ Quality Control          | 21        |

|  |           |
|--|-----------|
| <b>4 MISCELLANEOUS.....</b>                      | <b>21</b> |
| 4.1 Contract and Project Files                   | 21        |
| 4.2 Project Management Meetings and Coordination | 21        |
| 4.3 Additional Services                          | 21        |
| <br>   |           |
| <b>ATTACHMENT A – GENERAL LOCATION MAP</b>       | <b>22</b> |
| <b>ATTACHMENT B - DESIGN CRITERIA</b>            | <b>23</b> |

# **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**

## **PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDY**

### **SOUTHPORT CONNECTOR**

#### **Poinciana Parkway to Canoe Creek Road (CR 523)**

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

#### **DESCRIPTION**

A new expressway connection between the Poinciana area of Osceola and Polk Counties and Florida's Turnpike (SR 91) has been an identified need in several local long-range plans and master plans. CFX has recently completed Concept, Feasibility, and Mobility (CF&M) Studies that included an assessment of new expressway connections through this area of Central Florida – including connections from Poinciana to Florida's Turnpike (SR 91) as well as to Interstate-4. This Project Development and Environment (PD&E) Study will build upon the previous Southport Connector CF&M Study. Specifically, this PD&E study will consider an expressway along Cypress Parkway to Pleasant Hill Road, a new crossing of Reedy Creek, and a new location expressway to Florida's Turnpike (SR 91). During the CF&M Study, a further eastward extension of the proposed Southport Connector to Canoe Creek Road was considered viable and beneficial and has been included as part of the analysis of this PD&E study. Therefore, this PD&E Study will analyze and evaluate an approximately 15-mile expressway connection from the southern terminus of the Poinciana Parkway at Cypress Parkway eastward to Canoe Creek Road. The proposed Study Area for the project is depicted on **Attachment A**. In addition, CFX is currently conducting a design-build widening of Poinciana Parkway from Cypress Parkway north to the end of the existing bridge at Ronald Reagan Parkway. This PD&E study shall coordinate with that effort.

#### **PURPOSE**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant (GEC) Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC) CDM Smith and the CFX public involvement consultant (PIC) Quest Corporation of America.

The Project Development process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, Project Environmental Impact Report (PEIR) unless otherwise stated. In the event

of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the information contained in the above-mentioned studies as a foundation, this PD&E study will develop more detailed information to select a preferred alternative. The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, traffic capacity and levels of service, geometrics, soils, structures, interchange and intersection requirements shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

The GEC will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the engineering / environmental study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

## **STUDY OBJECTIVE**

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the proposed expressway from Poinciana Parkway to Canoe Creek Road (CR 523). All factors related to the design and location of the facility must be considered including: transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to prepare a series of reports documenting the preliminary engineering and design concept, including existing and predicted conditions, typical sections, right-of-way requirements, potential new interchange locations and design concepts, environmental impacts, and costs of the improvement and its alternatives.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a non-federally funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a preferred alignment alternative, will constitute Location and Design Concept Acceptance (LDCA) of the proposed action as a PEIR.

## **STUDY REQUIREMENTS AND PROVISIONS FOR WORK**

### **Governing Regulations**

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project, but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

### **Notice to Proceed Meeting/Scoping Meeting**

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

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

### **Key Personnel**

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

## Correspondence

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

## Submittals

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

|   |                        |
|---|------------------------|
| <u>Provisions for Work:</u>                                   | <u>Copies:</u>         |
| Quality Control Plan  | 2                      |
| Project Schedule  | N/A*                   |
| <u>Engineering Items:</u>                                     | <u>Copies:</u>         |
| Interchange Access Request / Interchange Justification Report | 2                      |
| Existing Conditions Technical Memorandum                      | 2                      |
| Alternative Corridor Evaluation Report                        | 2                      |
| First Draft Preliminary Engineering Report                    | 2                      |
| Final Preliminary Engineering Report (Signed and Sealed)      | 4                      |
| Location Hydraulics Report                                    | 2                      |
| Pond Siting Report  | 2                      |
| Conceptual Design Roadway Plan Set                            | 2                      |
| Conceptual Right-of-Way Plans                                 | 2                      |
| Geotechnical Report   | 2                      |
| Typical Section Package                                       | 2                      |
| Utility Assessment Package                                    | 2                      |
| <u>Environmental Items:</u>                                   | <u>Copies:</u>         |
| Advance Notification Package                                  | 2                      |
| Public Involvement Plan                                       | N/A – PIC will prepare |
| Project Environmental Impact Report                           | 4                      |
| Noise Study Tech Memo   | 2                      |
| Air Quality Report/Tech Memo                                  | 2                      |
| Contamination Screening Evaluation Report                     | 2                      |
| Public Hearing Transcript                                     | 2                      |
| Natural Resource Evaluation                                   | 2                      |
| Cultural Resource Assessment Survey                           | 2                      |
| Water Quality Impact Evaluation Report                        | 2                      |

\* *Electronic submittal only*

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



## **Coordination with other Entities**

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate this study with all other studies and projects within the project area – including, but not limited to, FDOT, Florida's Turnpike Enterprise (FTE), County, and CFX (e.g., Poinciana Parkway Widening).

## **Project Schedule**

The PD&E Study is expected to have a fifteen (15) month duration. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications.

## **Quality Control**

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

## **Project Management, Meetings and Coordination**

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-monthly basis for progress meetings; therefore, thirty (30) meetings should be anticipated. The actual frequency of the meetings will vary depending on the project stage and pending activities.

Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percent complete against actual work accomplished.

## **1 PUBLIC INVOLVEMENT**

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

All public involvement tasks and activities will be coordinated with the CFX.

### **1.1 Public Involvement Plan**

The PIC will prepare a comprehensive Public Involvement Plan (PIP) and submit to the CONSULTANT and GEC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PIP.

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

### **1.2 Mailing List**

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

- a. Affected residents, business tenants and property owners within the project area.
- b. Interested parties, including:
  1. Residents/property owners within 300 feet of the alternative alignments.
  2. Other informed parties who notify the CONSULTANT that they desire to be added to the mailing list.
- c. Special interest groups

The CONSULTANT will maintain the mailing list in a computer file which is acceptable to the CFX. For each mailing, the CONSULTANT will provide the CFX and PIC a computer file of the mailing list certified by the CONSULTANT as true and correct. Additional groups and/or individuals may be included on the mailing list as requested.

### **1.3 Notice of Intent (N/A)**

### **1.4 Advance Notification**

At the beginning of the project, the CONSULTANT shall prepare the Advance Notification and transmittal letter in accordance with the PD&E Manual for the CFX's Executive Director or designee to submit to the State Clearing House. The CONSULTANT shall distribute the Advance Notification package to all appropriate agencies within twenty (20) working days of the Notice to Proceed meeting.

## **1.5 Scheduled Public Meetings**

The CFX has determined that multiple public meetings will be required to provide adequate opportunities for the public to participate in the PD&E Study. The CONSULTANT shall provide to the PIC all support necessary for the CFX to hold or participate in three (3) public meetings, as listed below:

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

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

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

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

### **1.5.1 Project Advisory Committees**

The CONSULTANT shall work with the PIC and GEC to establish a PD&E Project Advisory Group (PAG), and Environmental Advisory Group (EAG), which will include staff from governmental agencies, permitting agencies, environmental organizations, special interest groups and other entities as approved by the CFX. The CONSULTANT will be available to meet with the PAG and EAG up to three (3) times each (a total of six [6] meetings) during the PD&E Study to present information regarding the project, receive input from the PAG and EAG members and respond to questions.

The CONSULTANT will coordinate with the CFX, the PIC and the GEC to prepare the initial PAG and EAG members list. The PIC will be responsible for contacting the PAG and EAG members and maintaining coordination with them throughout the study. The CONSULTANT will also be responsible for preparing all materials, exhibits, presentations, etc. to be distributed to the PAG/EAG members.

### **1.5.2 Officials Project Kick-Off**

The CONSULTANT will assist the PIC by providing script and graphics for a project kick-off presentation to, at a minimum, the Osceola County and Polk County commission and MetroPlan Orlando and Polk TPO boards (and technical/citizen advisory committees as required) at their regularly scheduled meetings. These project kickoff presentations should be held within three (3) months following the Notice to Proceed meeting.

## **1.6 Unscheduled Public Meetings**

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Polk TPO, Osceola and Polk County neighborhood groups, etc.). The CONSULTANT shall be available with no more than a five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual

displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to twenty-three (23) such unscheduled meetings.

Additionally, the CONSULTANT will be prepared to present to the CFX Board, the MetroPlan Orlando Board, the Polk TPO Board, and Osceola and Polk County Boards prior to the two milestone meetings (Section 1.5 b and c).

### **1.7 Public Hearing**

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

### **1.8 LDCA - N/A**

### **1.9 Special Public Involvement Requirements - N/A**

#### **1.9.1 Project Information Line/General Public Correspondence**

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

#### **1.9.2 Project Newsletters**

The PIC shall prepare and distribute up to four (4) project newsletters which will be designed to inform interested parties as to the status of the project. The CONSULTANT shall support the PIC by providing appropriate information to include in the newsletters. Newsletters shall have the quality of desktop publishing and be comparable to the previous work efforts of the CFX. Distribution of the newsletters may coincide with key project milestones as follows:

- a. Project Kick-off/Introductory Newsletter
- b. Pre-Alternatives Public Meeting Newsletter
- c. Pre-Public Hearing Newsletter
- d. Post-Public Hearing Newsletter

The PIC will distribute newsletters to all interested parties, public officials, affected property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the CONSULTANT's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter may involve direct mail as well as distribution through various media such as public schools, churches, civic organizations, public libraries, etc.

The Introductory Newsletter may contain language to alert affected property owners and tenants of the possibility that certain environmental and/or engineering personnel may require access to their property. Prior to any actual property access, the CONSULTANT shall contact the owner or tenant by the use of a CFX standard right-of-entry letter via US Post Office mail delivery.

### **1.9.3 Project Webpage**

The CONSULTANT shall provide information about the study to the PIC for inclusion in the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the PIC as needed during the study. These times are anticipated to coincide with the newsletter mailings.

### **1.9.4 In-House Displays**

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

- a. Printed maps at an appropriate scale showing all current alternative concepts at each stage of the project study
- b. Available aerial photography of the study area
- c. A regional map

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

The CONSULTANT also agrees to supply duplicates of the printed alternative concepts for display in the CFX's office, as requested.

## **2 ENGINEERING ANALYSIS AND REPORTS**

### **2.1 Data Collection**

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

### **2.2 Field Review**

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

### **2.3 Survey Coordination**

The CONSULTANT shall use aerial photography as a basis for plotting various data necessary for both engineering and environmental analysis, alternative corridor and design studies, and the development of the preliminary plans of conceptual design. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings. The GEC shall be responsible for coordinating with CFX regarding project requirements, review of survey data and

scheduling. Existing available controlled aerial photography and, if readily available, LiDAR data will be utilized and the digital aerial photography should be compatible with Microstation and vertical data identified using 2' contour aerials. The GEC will recommend mapping scales for approval by CFX. The most current existing available aerial photography, either provided by CFX or obtained by the CONSULTANT, will be utilized.

## **2.4 Geotechnical**

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data, and scheduling. Soil borings and lab analysis are not currently anticipated as part of the PD&E study. However, due to large areas of swales along the Cypress Parkway segment of the study corridor, soil borings and lab analysis may be necessary as preliminary concept development occurs.

## **2.5 Traffic**

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

### **2.5.9 Traffic Data for Noise Study**

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

### **2.5.10 Traffic Data for Air Analysis**

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

### **2.5.11 Signalization Analysis**

In coordination with the CFX, the T&RC shall perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The T&RC will propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the preferred alternative. The CONSULTANT shall coordinate with the T&RC on the signalization analysis and the associated geometry of the intersections.

## **2.6 Safety**

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data

collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

## **2.7 Utilities and Railroads**

The CONSULTANT shall collect data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

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

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

## **2.8 Needs**

### **2.8.1 Transportation Plans**

The CONSULTANT shall collect and summarize at a minimum:

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

### **2.8.2 Analysis of Existing Conditions**

The CONSULTANT will analyze the existing facility and conditions for deficiencies and shall prepare an Existing Conditions Technical Memorandum that documents key engineering and environmental features within the study area.

### **2.8.3 Purpose and Need**

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

## **2.9 Corridor Analysis**

### **2.9.1 Corridor Identification**

Using the study area data and the CONSULTANT'S overall understanding of the study area, the CONSULTANT shall review the previous studies to confirm a viable corridor and determine if other viable corridors exist within which alternative alignments should be developed. The corridor analysis shall be

performed in accordance with the PD&E Manual and shall be documented in the Alternative Corridor Evaluation Report.

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

## **2.10 Roadway**

### **2.10.1 Existing Roadway Characteristics**

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT District 1 & 5, FTE, and Osceola & Polk Counties. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

### **2.10.2 Typical Section Analysis**

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

### **2.10.3 Roadway Design Alternatives**

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual Alternatives at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the refined alternative.

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

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

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

The CONSULTANT will further refine the Conceptual Alternatives, thereby creating the Preferred Alternative. The Preferred Alternative will be prepared on the base maps at an appropriate scale for review



and evaluation. Working profiles will be developed for the Preferred Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

The Preferred Alternative will be developed to a point at which the following can be determined:

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

#### **2.10.4 Access Management**

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

#### **2.10.5 Identify Construction Segments**

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

### **2.11 Structures**

#### **2.11.1 Existing Structure Characteristics**

The CONSULTANT shall inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

#### **2.11.2 Structures Typical Section Analysis**

The CONSULTANT shall develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

### **2.11.3 Structures Design Alternatives**

The CONSULTANT will show estimated bridge limits on the Viable Alternative concept. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each viable alternative bridge.

### **2.12 Drainage**

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternative. This effort will be coordinated with CFX and Osceola and Polk Counties to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain systems; noting their type, size, hydraulic basin they serve, and discharge points.

The CONSULTANT will determine and quantify the base floodplain involvement for the viable alternative. Additionally, the CONSULTANT will obtain all data necessary to analyze any encroachments

The CONSULTANT shall perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the viable alternate. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report and pond shapes will be prepared in CADD format. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT shall identify Seasonal High Water elevations using available geotechnical data

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include: identify and list all existing cross drains for its size, length, and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary hydrologic analysis for proposed bridge improvements over Reedy Creek and over Southport Canal. The analysis includes 50-year, 100-year and 500-year stages in the river and flood stage increment compared to existing condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis. For the impacts to the Tributary No. 3 to Reedy Creek, a preliminary hydrologic and hydraulic analysis will be performed using HEC-RAS to provide a conceptual design for two proposed alternatives, an open channel concept and a closed system, to meet the intent of the FEMA No-Rise certification.

## **2.13 Concept Plans**

### **2.13.1 Prepare Base Map for Conceptual Plans**

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

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

### **2.13.2 Alternative Concept Plans**

The CONSULTANT will prepare alternative concept plans. At a minimum, the concept plan should include defined right-of-way required and horizontal geometry. The CONSULTANT will overlay the concept plans on the base maps. The concept plans will be prepared at an appropriate scale to convey detail of the varying roadway segments – for example, 1"=50' may be appropriate for the Cypress Parkway segment, while 1"=200' may be appropriate for the new location corridor segment. In addition, the CONSULTANT will draw an overall location plan of the project alternatives at an appropriate scale – e.g., 1" = 1,000'. The concept plans will be drawn on standard size 11" x 17" reproducible sheets with standard title boxes. The drawings shall be provided of suitable size and scale for public display at meeting and hearings.

### **2.13.3 Preferred Alternative Concept Plans**

Upon approval by the CFX of the preferred alternative, the CONSULTANT will develop the preferred alternative, which includes refinements from the public hearing, on the base maps at an appropriate scale to convey detail of the varying roadway segments – for example, 1"=50' may be appropriate for the Cypress Parkway segment, while 1"=200' may be appropriate for the new location corridor segment, for inclusion in the Preliminary Engineering Report.

## **2.14 Typical Section Package**

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

## **2.15 Design Exception and Variation (N/A)**

## **2.16 Multi-Modal Accommodations**

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternative. This includes identifying the location of potential "Park and Ride" facilities, potential public transit stop operational or safety improvements, and potential multi-use trail crossing.

## **2.17 Park and Ride Lots**

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

## **2.18 Maintenance of Traffic**

The CONSULTANT will analyze the preferred alternative for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

## **2.19 Comparative Analysis and Evaluation**

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

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

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

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

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

## **2.20 Selection of Preferred Alternative**

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

## **2.21 Value Engineering (N/A)**

## **2.22 Risk Management (N/A)**

## **2.23 Construction Cost Estimate**

As part of the alternatives evaluation, the CONSULTANT shall prepare a construction cost estimate for the alternatives as well as a refined cost estimate of the Preferred Alternative.

## **2.24 Right-of-Way Cost Estimate**

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

## **2.25 Preliminary Engineering Report (PER)**

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

## **2.26 Other Engineering Services N/A**

## **2.27 Quality Assurance/Quality Control**

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for insuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial analysis and work. The CFX or GEC may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

# **3 ENVIRONMENTAL ANALYSIS AND REPORTS**

The CONSULTANT shall perform the appropriate level of environmental analysis of each community, cultural, natural, or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual.

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the PD&E Manual, and will also follow the format and include content described in the PD&E Manual. The task of documentation includes the preparation of interim and draft reports prepared by the CONSULTANT for review and comment by the CFX and GEC prior to producing final reports and documents.

## **3.1 Land Use Changes**

The CONSULTANT shall review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use, compared to existing (taking into account current plans and ongoing roadway improvements).

## **3.2 Socioeconomic Characteristics**

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

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

The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the preferred alternative. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

### **3.3 Economic**

The CONSULTANT shall document how public comments, ideas, and concerns have been addressed as part of the project. The preferred alternative proposing a new roadway alignment with new traffic patterns can greatly alter access/ease of access to local businesses.

### **3.4 Mobility**

The CONSULTANT shall review and analyze current mobility options for local traffic and pedestrians to access area businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

### **3.5 Aesthetics**

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

### **3.6 Relocation Potential (N/A)**

### **3.7 Archaeological and Historical Resources**

The CONSULTANT will provide a cultural resource assessment for the preferred alternative, which shall include coordination with SHPO. A complete Cultural Resource Assessment Survey will be performed in accordance with the PD&E Manual. The CONSULTANT shall completely analyze the impacts to all cultural and historic resources within the Area of Potential Effect (APE) and prepare a Cultural Resource Assessment Request Package as described in the PD&E Manual.

### **3.8 Recreational/ Section 4(f)**

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

### **3.9 Wetlands and Essential Fish Habitat**

The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

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

### **3.10 Water Quality**

The CONSULTANT will obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

### **3.11 Special Designation**

The CONSULTANT shall collect all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

### **3.12 Wildlife and Habitat**

The CONSULTANT will generally describe the project area and, more specifically, describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the preferred alternative.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any State or Federal "critical habitat" must be identified.

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

### **3.13 Identify Permit Conditions**

The CONSULTANT will obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions, and type of permits required.

### **3.14 Farmlands**

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

### **3.15 Noise**

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

### **3.16 Air Quality**

The CONSULTANT shall collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

### **3.17 Construction Impact Analysis**

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

### **3.18 Contamination**

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

### **3.19 Class of Action Determination (N/A)**

### **3.20 Type II Categorical Exclusion (N/A)**

### **3.21 PEIR**

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



**3.22 Environmental Assessment (N/A)**

**3.23 FONSI (N/A)**

**3.24 Draft EIS (N/A)**

**3.25 Final EIS (N/A)**

**3.26 Quality Assurance/ Quality Control**

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

**4 MISCELLANEOUS**

**4.1 Contract and Project Files**

Project Management efforts include complete setup and maintenance, development of monthly progress reports, schedule updates, and effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX and no less than 5 days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

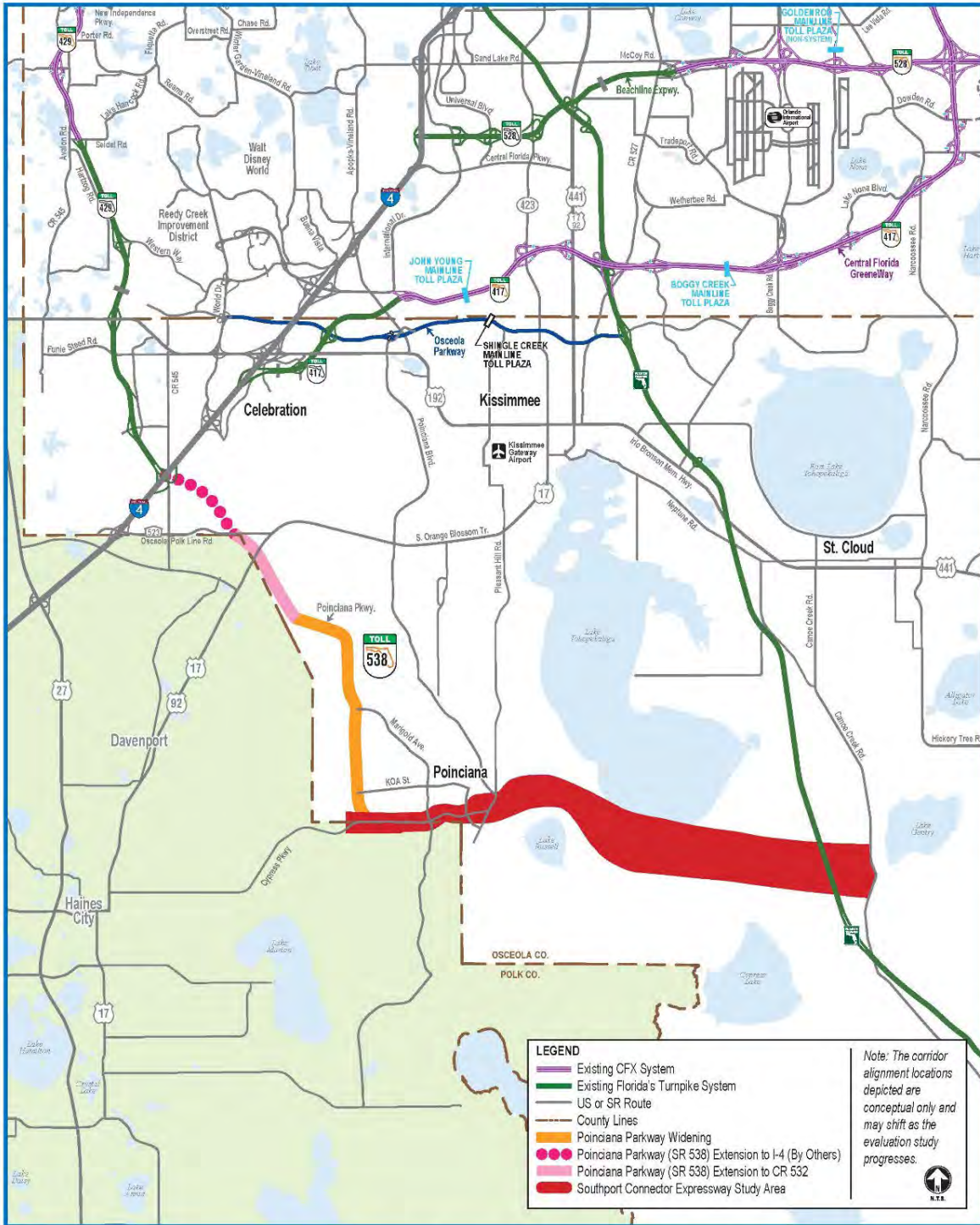
Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

**4.2 Project Management Meetings and Coordination**

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

**4.3 Additional Services – N/A**

# ATTACHMENT A – GENERAL LOCATION MAP



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Southport Connector Expressway Study Area  
Central Florida Expressway Authority  
General Location Map**

## ATTACHMENT B - DESIGN CRITERIA

The CONSULTANT shall coordinate and perform the appropriate level of engineering analysis for this project as outlined in the PD&E Manual and the following sections.

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

| Design Element  | Design Standard   | Source   |
|---|---|--|
| <u>Design Year</u>  | 2045  | - Scope of Services                                  |
| <u>Design Vehicle</u>   | WB-62FL/WB-67   | - AASHTO 2004, Pg. 18<br>- FDOT PPM Vol. I, p 1-19   |
| <u>Design Speed</u><br>Rural Freeway<br>Urban Freeway<br>Urban Arterial<br>Rural Arterial<br>Other<br>Frontage Road<br>Service Road<br>Access Road<br>Ramp<br>Directional<br>Loop | 70 mph<br>60 mph<br>45 mph <sup>1</sup><br>55 mph<br><br>45 mph<br>50 mph<br>As appropriate<br><br>50 mph<br>30 mph | - FDOT PPM Vol. I, Tbl. 1.9.1, 1.9.2                 |
| <u>Lane Widths</u><br>Freeway<br>Ramp<br>1-lane<br>2-lane<br>Turning Roadway<br>Arterial<br>Collector/Service Road<br>Bicycle<br>Rural/Urban                                      | 12-ft<br><br>15-ft<br>24-ft<br>Case dependent<br>12-ft<br>12-ft<br><br>5-ft/4-ft (designated or undesignated)       | - FDOT PPM Vol. I, Tbl. 2.1.1, 2.1.2, 2.1.3 & 2.14.1 |

| <b>Design Element</b>  | <b>Design Standard</b>   |  | <b>Source</b>   |  |  |
|--|--|--|---|--|--|
| <u>Cross Slope (lanes 1-way)</u><br>Roadway<br>2-lane (2)<br>3-lane (3)<br>4-lane (4) <sub>2</sub><br>Bridge Section<br><br><u>Max. Lane "Roll-over"</u><br>DS 35 mph<br>DS 35 mph   |  |  | - FDOT PPM Vol. I, Fig. 2.1.1                                       |  |  |
|  | -0.02 ft/ft (2)<br>-0.02 ft/ft (2), -0.03 ft/ft (1)<br>+0.02 ft/ft (1), -0.02 ft/ft (2), -0.03 (2) |  |   |  |  |
|  | -0.02 (typical, uniform, no slope break)   |  | - PPM Vol. I, Sect. 2.1.5   |  |  |
|  |  | 4.0%<br>5.0% (between through lane & aux. lane)<br>6.0% (between through lane & aux. lane) |   | - FDOT PPM Vol. I, Fig. 2.1.1<br>- PPM Vol. I, Table 2.1.4 |  |
| <u>Median Width</u><br>Freeway<br>DS 60 mph<br>DS 60 mph<br>All<br>Arterial & Collector<br>DS 45 mph<br>DS 45 mph<br><br>Offset Left Turn Lanes<br>Median width 30-ft<br>Median width 30-ft  |  |  | - FDOT PPM Vol. I, Tbl. 2.2.1                                       |  |  |
|  | 60 to (64-ft*)<br>40-ft<br>26-ft (with barrier)<br><br>22-ft<br>40-ft                              |  | - FDOT PPM Vol. I, Sect. 2.13.3 & Fig. 2.13.2<br>- AASHTO Exh. 9-98 |  |  |
| <u>Shoulder Width (lanes 1-way)</u><br><br>Freeway<br>3-lane or more<br>2-lane<br>Ramp<br>1-lane<br>2-lane<br>Aux. Lane<br>Arterial & Collector (Norm. volume)<br>2-lane divided<br>1-lane undivided<br>Service Road, 2-Lane, 2-Way, Undivided<br><br><u>Shoulder Cross Slope</u><br><u>Max. Shoulder "Roll-over"</u><br><br><u>Bridge section (lanes 1-way)</u><br>2-lane<br>3-lane or more<br>1-lane ramp<br>2-lane ramp<br>Service Road, 2-Lane, 2-Way, Undivided | Total (ft)   |  | Paved (ft)  |  |  |
|  | Outside  | Left   | Outside   | Left   | - FDOT PPM Vol. I, Tbl. 2.3.1 to 2.3.4, Fig. 2.3.1<br>- Design Standards Index No. 510 |
|  | 12   | 12   | 10  | 10   |  |
|  | 12   | 8  | 10  | 4  |  |
|  | 6  | 6  | 4   | 2  |  |
|  | 10   | 8  | 8   | 4  |  |
|  | 12   | N/A  | 10  | N/A  |  |
|  | 10   | 8  | 5   | 0  |  |
|  | 10   | N/A  | 5   | N/A  |  |
|  | 10   | 10   | 5   | 5  |  |
|  | 0.06   | 0.05   | -   | -  |  |
|  | 7.0%   | 7.0%   | -   | -  |  |
|  | 10   | 6  | -   | -  |  |
|  | 10   | 10   | -   | -  |  |
|  | 6  | 6  | -   | -  |  |
|  | 10   | 6  | -   | -  |  |
|  | 10   | 10   | -   | -  |  |
|  |  |  |   |  | - FDOT PPM Vol. I, Fig. 2.0.1, 2.0.2, 2.0.4  |

|                                    |                                       |                                      |
|------------------------------------|---------------------------------------|--------------------------------------|
| <u>Border Width</u>                |                                       |                                      |
| Freeway                            | 94-ft, (94-ft desirable)              | - FDOT PPM Vol. I, Tbl. 2.5.1, 2.5.2 |
| Ramp                               | 94-ft, (L.O.C. plus 10-ft as minimum) | - (OOCEA Policy) <sub>3</sub>        |
| Arterial/Collector                 |                                       |                                      |
| DS 45 mph                          | 40-ft                                 |                                      |
| DS 45 mph                          | 33-ft                                 |                                      |
| Arterial/Collector (Curb & Gutter) |                                       |                                      |
| DS = 45 mph                        | 14-ft (12-ft with bike lane)          |                                      |
| DS 40 mph                          | 12-ft (10-ft with bike lane)          |                                      |

| Design Element   | Design Standard                  |   | Source  |
|--|----------------------------------|---|---|
|  | Fill Height (ft)                 | Rate  |   |
| <u>Roadside Slopes</u>                                     |                                  |   | - FDOT PPM Vol. I, Tbl. 2.4.1   |
| Front slope  | 0.0-5<br>5-10<br>10-20<br>□ □ 20 | 1:6<br>1:6 to CZ & 1:4<br>1:6 to CZ & 1:3<br>1:2 with guardrail<br>(Use 10-ft bench at half the height of fill) | - (OOCEA Policy) <sub>3</sub><br>Use 1:3 slopes, avoid 1:2 slopes except where as necessary |
| Front slope (curb & gutter)                                | All                              | 1:2 not flatter than 1:6  |   |
| Back slope   | All                              | 1:4 or 1:3 w/ standard width trap, ditch & 1:6 front slope  |   |
| Back slope (curb & gutter)                                 | All                              | 1:2 not flatter than 1:6  |   |
| <u>Max. Grade / Max. Change in Grade</u>                   | Max. Grade                       | □   | - FDOT PPM Vol. I, Tbl. 2.6.1, 2.6.2  |
| Freeway (Rural / Urban)                                    | 3.0%                             | 0.20% / 0.40%   |   |
| Ramp   |                                  |   |   |
| Directional  | 5.0%                             | 0.60%   |   |
| Loop   | 7.0%                             | 1.00%   |   |
| Arterial   |                                  |   |   |
| Rural  | 3.5%                             | 0.50%   |   |
| Urban  | 6.0%                             | 0.70%   |   |
| Collector  | 6.5% to 9.0%                     | -   |   |
| Frontage Road/Service Road                                 | 8.0%                             | 0.70%   |   |
| Min. Grade Curb & Gutter                                   | 0.3%                             | -   | - FDOT PPM Vol. I, Tbl. 2.6.4   |
| <u>Minimum Stopping Sight Distance</u><br>(Grades 2.0%)    | Dsgn. Speed (mph)                | Distance (ft)   | - FDOT PPM Vol. I, Tbl. 2.7.1   |
|  | 70                               | 730   |   |
|  | 60                               | 570   |   |
|  | 55                               | 495   |   |
|  | 50                               | 425   |   |
|  | 45                               | 360   |   |
|  | 30                               | 200   |   |
| <u>Decision Sight Distance</u><br>(Per avoidance maneuver) | Dsgn. Speed (mph)                | Distance (ft)   | - AASHTO Exh. 3-3   |
|  | 70                               | 780-1445  |   |
|  | 60                               | 610-1280  |   |
|  | 55                               | 535-1135  |   |
|  | 50                               | 465-1030  |   |
|  | 45                               | 395-930   |   |
|  | 30                               | 220-620   |   |

| <u>Horizontal Curve Length</u><br>Freeway<br>Others<br><br><u>Max. Curvature (Degree of Curve)</u><br>Freeway<br>DS = 70 mph Rural<br>DS = 60 mph Urban<br>Arterial<br>DS = 55 mph Rural<br>DS = 45 mph Urban<br>Collector<br>DS = 45 mph Frontage Road<br>DS = 50 mph Service Road<br>Ramp<br>DS = 50 mph Directional<br>DS = 30 mph Loop | V = Design Speed<br>30V (15V min.)<br>15V (400-ft min.)  | - FDOT PPM Vol. I, Tbl. 2.8.2a<br><br>- FDOT PPM Vol. I, Tbl. 2.8.3  |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
|--|--|--|---------|--|-------|-----|----|-----|-----|----|-----|-----|----|-----|-----|----|-----|----|----|----|----|----|----|----|---|
| <b>Design Element</b>  | <b>Design Standard</b>   | <b>Source</b>  |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| <u>Superelevation Transition</u><br>Tangent<br>Curve<br>Spirals<br><br><u>Superelevation Rates</u><br>Freeway<br>DS = 70 mph Rural<br>DS = 60 mph Urban<br>Arterial<br>DS = 55 mph Rural<br>DS = 45 mph Urban<br>Collector<br>DS = 45 mph Frontage Road<br>DS = 50 mph Service Road<br>Ramp<br>DS = 50 mph Directional<br>DS = 30 mph Loop | 80% (50% min.)<br>20% (50% min.)<br>(Curves $\square\square1\square\square30'00''$ do not use spirals) <sub>4</sub>  | -FDOT PPM Vol. I, Sect. 2.9<br><br>- (OOCEA Policy) <sub>3</sub><br><br>- FDOT PPM Vol. I, Tbl. 2.9.1, 2.9.2, 2.9.3, 2.9.4<br>- Design Standards Ind. No. 510, 511<br>- AASHTO Exh. 3-28 |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| <u>Vertical Curves</u><br>Length, $L = KA$<br><br><u>Minimum Lengths</u><br>Freeway<br>DS = 70 mph Rural<br>DS = 60 mph Urban<br>Arterial<br>DS = 55 mph Rural<br>DS = 45 mph Urban<br>Collector<br>DS = 45 mph Frontage Road<br>DS = 50 mph Service Road<br>Ramp<br>DS = 50 mph Directional<br>DS = 30 mph Loop                           | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Dsgn. Speed<br/>(mph)</th> <th colspan="2" style="text-align: center;">K-value</th> </tr> <tr> <th style="text-align: center;">Crest</th> <th style="text-align: center;">Sag</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">70</td><td style="text-align: center;">401</td><td style="text-align: center;">181</td></tr> <tr><td style="text-align: center;">60</td><td style="text-align: center;">245</td><td style="text-align: center;">136</td></tr> <tr><td style="text-align: center;">55</td><td style="text-align: center;">185</td><td style="text-align: center;">115</td></tr> <tr><td style="text-align: center;">50</td><td style="text-align: center;">136</td><td style="text-align: center;">96</td></tr> <tr><td style="text-align: center;">45</td><td style="text-align: center;">98</td><td style="text-align: center;">79</td></tr> <tr><td style="text-align: center;">30</td><td style="text-align: center;">31</td><td style="text-align: center;">37</td></tr> </tbody> </table> | Dsgn. Speed<br>(mph)   | K-value |  | Crest | Sag | 70 | 401 | 181 | 60 | 245 | 136 | 55 | 185 | 115 | 50 | 136 | 96 | 45 | 98 | 79 | 30 | 31 | 37 | - FDOT PPM Vol. I, Tbl. 2.8.5, 2.8.6<br>- AASHTO Exh. 3-72 (crest), 3-75 (sag)<br><br>- OOCEA Policy <sub>3</sub><br>Note: FDOT K-values for "ALL OTHER FACILITIES" are desirable |
| Dsgn. Speed<br>(mph)   | K-value  |  |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
|  | Crest  | Sag  |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| 70   | 401  | 181  |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| 60   | 245  | 136  |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| 55   | 185  | 115  |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| 50   | 136  | 96   |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| 45   | 98   | 79   |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |
| 30   | 31   | 37   |         |  |       |     |    |     |     |    |     |     |    |     |     |    |     |    |    |    |    |    |    |    |   |

|   |   |  |   |
|---|---|--|---|
| <u>Ramps</u><br>Ramp Terminals<br>Length<br>Taper<br><br>Minimum Spacing<br>Entrance to Exit <sup>6</sup><br>Exit to Entrance<br>Entrance to Entrance<br>Exit to Exit<br>Turning Roadways | <u>Entrance</u><br>"Parallel-Type"<br>900 to 1200-ft<br>300-ft (25:1) | <u>Exit</u><br>"Taper-Type"<br>550-ft<br>(2□□ to 5□,<br>4□□ desirable) | - Design Standards Ind. No. 525<br>- AASHTO Pg. 850-856 |
|   | 1,600 to 2,000-ft<br>500-ft<br>1,000-ft<br>1,000-ft<br>600 to 800-ft  |  | - AASHTO Exh. 10-68, Pg. 844                            |

| Design Element  | Design Standard  | Source   |
|---|--|--|
| <u>Lane Drop Taper</u>  | $L = WS$ (DS □□45 mph)<br>$L = WS^2/60$ (DS □□45 mph)<br><br>50:1 min, 70:1 desirable (freeways)   | - Design Standards Ind. No. 525, 526<br><br>- AASHTO Pg. 818 |
| <u>Clear Zone</u><br>Freeway<br>DS = 70 mph Rural<br>DS = 60 mph Urban<br>Arterial<br>DS = 55 mph Rural<br>DS = 45 mph Urban<br>Collector<br>DS = 45 mph Frontage Road<br>DS = 50 mph Service Road<br>Ramp<br>DS = 50 mph Directional<br>1 to 2-lane<br>DS = 30 mph Loop<br>1 to 2-lane | 36-ft<br>36-ft<br><br>30-ft<br>4-ft (Curb & Gutter)<br>As appropriate<br>4-ft (Curb & Gutter)<br>24-ft<br><br>14-ft to 24-ft<br><br>10-ft to 18-ft | - FDOT PPM Vol. I, Tbl. 2.11.11                              |
| <u>Vertical Clearance</u><br>Over Roadway<br>Over Railroad<br>Sign over Roadway<br>Over Water   | 16'-6"<br>23'-6"<br>17'-6"<br>12'-0" min.  | - FDOT PPM Vol. I, Tbl. 2.10.1 to 2.10.4,<br>Sect. 2.10.1    |
| <u>Limited Access Limits</u><br>Rural<br>Urban<br>Crossroad overpass/no interchange   | 300-ft min.<br>100-ft min<br>200-ft  | - FDOT PPM Vol. I, Sect. 2.14.1                              |

## 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. Entrance Ramp Taper of 900 ft. ( $1^\circ$  - convergence)
- d. Exit Ramp Taper of 550 ft. ( $3^\circ$  - 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. Ninety-four (94) ft. from ramp or mainline traveled way desirable for limited access ROW.
- e. Limited access right-of-way limits per Index 450.



**CONSENT AGENDA ITEM  
#10**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 24, 2020

SUBJECT: Approval of Contract Award to HDR Engineering, Inc. for  
Design Services for SR 516 Lake/Orange Expressway - Segment 1  
Project No. 516-236, Contract No. 001670


---

The Board approved on May 14, 2020, the final ranking and authorization to negotiate with firms for Design Services for SR 516 Lake/Orange Expressway - Segment 1.

The work includes a four-lane limited access highway and interchange with US 27 and realignment of US 27 to accommodate the proposed interchange while avoiding impacts to Lake Louisa State Park.

Board award of the contract to HDR Engineering, Inc. is requested in the not-to-exceed amount of \$6,200,000.00.

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

Reviewed by:   
\_\_\_\_\_  
Will Hawthorne, PE  
Director of Engineering

  
\_\_\_\_\_  
Glenn Pressimone, PE

# **AGREEMENT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
HDR ENGINEERING, INC.**

**DESIGN SERVICES FOR  
SR 516 LAKE / ORANGE EXPRESSWAY  
SEGMENT 1**

**PROJECT NO. 516-236, CONTRACT NO. 001670**

**CONTRACT DATE: AUGUST 13, 2020  
CONTRACT AMOUNT: \$6,200,000.00**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, DETAILS OF COSTS AND FEES,  
PROJECT ORGANIZATIONAL CHART, PROJECT  
LOCATION MAP, SCHEDULE, AND NON-CONFLICT  
DISCLOSURE FORM**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS  
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT  
LOCATION MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM**

**FOR**

**SR 516 LAKE / ORANGE EXPRESSWAY  
SEGMENT 1**

**PROJECT NO. 516-236**

**DESIGN SERVICES**

**CONTRACT NO. 001670**

**AUGUST 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>                                    |        |
|----------------|---|--------|
| AG             | Agreement                                       | 1 - 19 |
| A              | Exhibit "A", Scope of Services                  |        |
| B              | Exhibit "B", Method of Compensation             |        |
| C              | Exhibit "C", Details of Cost and Fees           |        |
| D              | Exhibit "D", Project Organization Chart         |        |
| E              | Exhibit "E", Project Location Map               |        |
| F              | Exhibit "F", Schedule                           |        |
| G              | Exhibit "G", Potential Conflict Disclosure Form |        |

## Table of Contents

|       |  |    |
|-------|--|----|
| 1.0.  | DEFINITIONS.....   | 1  |
| 2.0.  | SERVICES TO BE PROVIDED.....   | 1  |
| 3.0.  | TERM OF AGREEMENT AND RENEWALS.....                                    | 2  |
| 4.0.  | PROJECT SCHEDULE.....  | 2  |
| 5.0.  | PROFESSIONAL STAFF.....  | 3  |
| 6.0.  | COMPENSATION.....  | 4  |
| 7.0.  | DOCUMENT OWNERSHIP AND RECORDS.....                                    | 5  |
| 8.0.  | COMPLIANCE WITH LAWS.....  | 7  |
| 9.0.  | WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE.....                  | 7  |
| 10.0. | TERMINATION.....   | 7  |
| 11.0. | ADJUSTMENTS.....   | 8  |
| 12.0. | HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY.....             | 8  |
| 13.0. | INFRINGEMENT OF PATENTS AND COPYRIGHTS.....                            | 9  |
| 14.0. | THIRD PARTY BENEFICIARY.....   | 10 |
| 15.0. | INSURANCE.....   | 10 |
| 16.0. | COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS.....                | 12 |
| 17.0. | CONFLICT OF INTEREST AND STANDARD OF CONDUCT.....                      | 13 |
| 18.0. | DOCUMENTED ALIENS.....   | 14 |
| 19.0. | E-VERIFY CLAUSE.....   | 14 |
| 20.0. | INSPECTOR GENERAL.....   | 14 |
| 21.0. | PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT..... | 14 |
| 22.0. | COMPANIES PURSUANT TO SECTION 287.135 AND 215.473.....                 | 15 |
| 23.0. | AVAILABILITY OF FUNDS.....   | 15 |
| 24.0. | AUDIT AND EXAMINATION OF RECORDS.....                                  | 15 |
| 25.0. | GOVERNING LAW AND VENUE.....   | 16 |
| 26.0. | NOTICE.....  | 17 |
| 27.0. | HEADINGS.....  | 17 |
| 28.0. | CONTRACT LANGUAGE AND INTERPRETATION.....                              | 17 |
| 29.0. | ASSIGNMENT.....  | 18 |
| 30.0. | SEVERABILITY.....  | 18 |
| 31.0. | INTEGRATION.....   | 18 |
| 32.0. | ATTACHMENTS.....   | 18 |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August 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 HDR Engineering, Inc., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 315 East Robinson St., Suite 400, 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 516 Lake / Orange Expressway Segment 1 identified as Project No. 516-236 and Contract No. 001670.

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:

Class I

HDR Construction Control Corporation  
Florida Bridge and Transportation, Inc.

Brindley Pieters and Associates, Inc.  
Traffic Engineering Data Solutions, Inc.

Class II

Tierra, Inc.

Class I and Class II

WBQ Design & Engineering, Inc.  
Masser Consulting P.A.

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 \$6,200,000.00 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 315 East Robinson St., Suite 400, Orlando, FL 32801.

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail:**

**publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

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

## 8.0. COMPLIANCE WITH LAWS

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

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

8.1 Limitation of Liability: Pursuant to SECTION 558.0035(1)(d), Florida Statutes, CONSULTANT maintains any professional liability insurance required under this contract. Therefore, pursuant to Section 558.0035(1)(c), Florida Statutes, an individual employee or agent of the CONSULTANT may not be held individually liable for damages resulting from negligence occurring within the course and scope of professional services rendered under this professional services contract

## 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 in writing the Agreement or (b) notifying the CONSULTANT in writing 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/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.

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) per claim / annual aggregate, 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. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

#### 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. 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.

#### 21.0. 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.”

## 22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 22.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 22.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 22.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- 22.4. been engaged in business operations in Cuba or Syria; or
- 22.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## 23.0. 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.

## 24.0. AUDIT AND EXAMINATION OF RECORDS

### 24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

## 25.0. 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 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

## 26.0. 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: HDR Engineering, Inc.  
315 East Robinson St., Suite 400  
Orlando, FL 32801  
Attn: Steven Waterston, P.E.

HDR Engineering, Inc.  
315 East Robinson St., Suite 400  
Orlando, FL 32801  
Attn: Steve Ferrell, P.E.

## 27.0. 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.

## 28.0. 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.

#### 29.0. ASSIGNMENT

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

#### 30.0. 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.

#### 31.0. 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.

#### 32.0. 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 Governing Board at its meeting on August 13, 2020.

**HDR ENGINEERING, INC.**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Director of Procurement

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)  
Secretary or Notary

*Approved as to form and execution, only.*

\_\_\_\_\_  
*General Counsel for CFX*

# **EXHIBIT A**

## **SCOPE OF SERVICES**

**Exhibit A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**SCOPE OF SERVICES**

**FOR**

**S.R. 516**

**From US 27 to West of Cook Road  
(Segment 1)**

**PROJECT NO. 516-236**

**CONTRACT NO. 001670**

**IN LAKE COUNTY, FLORIDA**

**July 20, 2020**

Exhibit A  
SCOPE OF SERVICES

Description

Page No. A-

Table of Contents

|             |  |    |
|-------------|--|----|
| 1.0         | GENERAL.....                                 | 5  |
| <b>1.1</b>  | Location.....                                | 5  |
| <b>1.2</b>  | Description .....                            | 5  |
| <b>1.3</b>  | Purpose .....                                | 5  |
| <b>1.4</b>  | Organization .....                           | 5  |
| <b>1.5</b>  | Term of Agreement for Design Services.....   | 6  |
| 2.0         | STANDARDS .....                              | 7  |
| 3.0         | DESIGN CRITERIA.....                         | 8  |
| <b>3.1</b>  | General .....                                | 8  |
| <b>3.2</b>  | Geometry .....                               | 8  |
| <b>3.3</b>  | Bridge and Other Structures .....            | 10 |
| 4.0         | WORK PERFORMED BY CONSULTANT .....           | 11 |
| <b>4.1</b>  | Design Features .....                        | 11 |
| <b>4.2</b>  | Governmental Agencies .....                  | 11 |
| <b>4.3</b>  | Preliminary Design Report - Review .....     | 11 |
| <b>4.4</b>  | Surveys and Mapping .....                    | 12 |
| <b>4.5</b>  | Geotechnical Investigation.....              | 15 |
| <b>4.6</b>  | Contamination Impact Analysis .....          | 16 |
| <b>4.7</b>  | Pavement Design.....                         | 16 |
| <b>4.8</b>  | Governmental Agency and Public Meetings..... | 16 |
| <b>4.9</b>  | Environmental Permits .....                  | 17 |
| <b>4.10</b> | Utilities .....                              | 17 |
| <b>4.11</b> | Roadway Design .....                         | 19 |
| <b>4.12</b> | Structures Design .....                      | 20 |
| <b>4.13</b> | Drainage Design.....                         | 21 |
| <b>4.14</b> | Roadway Lighting .....                       | 22 |
| <b>4.15</b> | Traffic Engineering .....                    | 23 |
| <b>4.16</b> | Signing and Pavement Marking Plans .....     | 23 |
| <b>4.17</b> | Signalization Plans .....                    | 24 |

|      |   |    |
|------|---|----|
| 4.18 | Right-of-Way Surveys .....                                | 24 |
| 4.19 | Certified Right of Way Control Survey .....               | 25 |
| 4.20 | Right of Way Maps .....                                   | 27 |
| 4.21 | Cost Estimates .....                                      | 30 |
| 4.22 | Special Provisions and Specifications .....               | 30 |
| 4.23 | Fiber Optic Network (FON) .....                           | 30 |
| 4.24 | Toll Gantry & Service Buildings .....                     | 34 |
| 4.25 | Post-Design Services (N/A – To be Negotiated Later) ..... | 34 |
| 5.0  | MATERIALS FURNISHED BY CFX OR ITS DESIGNEE .....          | 37 |
| 5.1  | Record Documents .....                                    | 37 |
| 5.2  | Traffic Data .....  | 37 |
| 5.3  | Other .....   | 37 |
| 6.0  | WORK PERFORMED BY CFX OR ITS DESIGNEE .....               | 38 |
| 6.1  | Right-of-Way Acquisition .....                            | 38 |
| 6.2  | Utility Agreements .....                                  | 38 |
| 6.3  | Public Involvement .....                                  | 38 |
| 6.4  | Contracts and Specifications Services .....               | 38 |
| 6.5  | Post-Design Services .....                                | 38 |
| 6.6  | Environmental Permits .....                               | 38 |
| 6.7  | Conceptual Specialty Design .....                         | 39 |
| 7.0  | ADMINISTRATION .....                                      | 40 |
| 7.1  | Central Florida Expressway Authority .....                | 40 |
| 7.2  | CFX’s Project Manager will: .....                         | 40 |
| 7.3  | Consultant .....  | 40 |
| 7.4  | Project Control .....                                     | 41 |
| 7.5  | Work Progress .....                                       | 41 |
| 7.6  | Schedule .....  | 42 |
| 7.7  | Project Related Correspondence .....                      | 42 |
| 7.8  | Quality Control .....                                     | 42 |
| 7.9  | Consultant Personnel .....                                | 42 |
| 7.10 | Site Visit .....  | 42 |
| 7.11 | Acceptability of the Work .....                           | 42 |
| 7.12 | Design Documentation .....                                | 43 |
| 7.13 | Reviews and Submittals .....                              | 44 |
| 7.14 | 15% Line and Grade Submittal .....                        | 45 |

|             |   |    |
|-------------|---|----|
| <b>7.15</b> | 30% Roadway Plan Submittal.....                               | 46 |
| <b>7.16</b> | 30% Bridge and Structural Plan Submittal.....                 | 48 |
| <b>7.17</b> | 60% Roadway Plan Submittal.....                               | 48 |
| <b>7.18</b> | 90% Bridge and Structure Plan Submittal.....                  | 50 |
| <b>7.19</b> | 90% Roadway Plan Submittal.....                               | 50 |
| <b>7.20</b> | 100% Roadway, Bridge, Structural and Right-of-Way Plans ..... | 51 |
| <b>7.21</b> | Pre-Bid Plans.....  | 51 |
| <b>7.22</b> | Bid Set.....  | 51 |

## **1.0 GENERAL**

### **1.1 Location**

- A. See EXHIBIT “E”, Project Location Map.

### **1.2 Description**

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 516 from US 27 to west of Cook Road (Segment 1). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) from US 27 to west of Cook Road, interchange ramps with US 27, and realignment of US 27 to accommodate the proposed interchange while avoiding impacts to Lake Louisa State Park. This project will include construction of new bridge structures for the S.R. 516 interim interchange with US 27, S.R. 516 main line over wetlands and floodplain areas between Trout Lake and Pike Lake. A preliminary design will also be developed for the Ultimate Interchange at S.R. 516 and US 27. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, lighting, signing and pavement markings, signalization (if warranted), ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, right-of-way mapping, scheduling and project control, progress reporting and other tasks and associated activities.

### **1.3 Purpose**

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 516 from US 27 to west of Cook 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, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of an 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 the work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

### **1.4 Organization**

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

#### **1.5** Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within Twenty-Four (24) 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 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, as outlined in Section 7.14 through 7.21.

- 2. Project Schedule:

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



## 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, July 2019 edition, and updates thereafter as confirmed by CFX, shall be used for this project.
  2. The FDOT Standard Plans (FY 2020 – 2021)
  3. The 2020 FDOT Design Manual
  4. The 2020 FDOT Basis of Estimates Handbook
  5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition
  6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended
  7. CFX Design Guidelines 2019 Edition

### 3.0 DESIGN CRITERIA

#### 3.1 General

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

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

#### 3.2 Geometry

The following criteria are to be incorporated into the design:

| DESIGN ELEMENT              | EXPRESSWAY MAINLINE | RAMPS                             | US 27 (SR 25) | CROSSROADS/ COLLECTORS |
|-----------------------------|---------------------|-----------------------------------|---------------|------------------------|
| Design Speed, MPH           | 70 mph              | 30 mph (Loop)<br>50 mph (Diamond) | 55 mph        | 30 Local<br>45 Urban   |
| Horizontal Alignment        |                     |                                   |               |                        |
| Max. Curve, Degrees         | 3° 30'              | 24° 45' Loop                      | 2° 00'        | 20°                    |
|                             |                     | 8° 15' Diamond                    |               |                        |
|                             |                     | 8° 15' Directional                |               |                        |
| Max. Superelevation, ft/ft. |                     |                                   |               |                        |
|                             | 0.10                | 0.10                              | 0.05          | 0.05 Urban             |
| Lane Drop Tapers            |                     |                                   |               | 0.10 Rural             |
| Transitions                 | 70:1                | 50:1                              | L=WS          |                        |
|                             | Use spirals for     | Use spirals for curves >          |               | Use spirals for        |

| DESIGN ELEMENT                         | EXPRESSWAY MAINLINE | RAMPS                                | US 27 (SR 25)              | CROSSROADS/ COLLECTORS              |
|--|---------------------|--------------------------------------|----------------------------|-------------------------------------|
|  | curves > 1° 30'     | 1° 30'                               |                            | curves > 1° 30'                     |
| Vertical Alignment<br>Max. Grade       | 3%                  | 5% to 7% (30 mph)                    | 5%<br>(0.3% min)           | 5% Arterial Rural                   |
| Vertical Curvature<br>(K=Len./% grade) |                     |                                      |                            | Rural                               |
| Crest                                  | 506                 | 31 (30 mph)                          | 185                        |                                     |
|  | 290 to 540          | 136 (50 mph)                         |                            | 31 to 136                           |
|  | AASHTO              | 110 to 160 Other<br>(AASHTO)         |                            |                                     |
| Sag                                    | 206                 | 31 (30 mph)                          | 115                        |                                     |
|  | 150 to 200          | 136 (50 mph)                         |                            | 37 to 96                            |
|  | AASHTO              | 90 to 110 Other<br>(AASHTO)          |                            |                                     |
| Decision Sight Dist.,                  | Refer to AASHTO     | N/A                                  |                            | N/A                                 |
| Cross Sections                         |                     |                                      |                            |                                     |
| Lane Widths, ft.                       | 12                  | 12 dual lanes<br>15 min. single lane |                            | 12 inner lanes<br>12-16 outer lanes |
| Shoulder width, ft.                    | 4-Lane              | Single                               |                            |                                     |
| Right                                  | 14 (12 paved)       | Lane 6<br>(4<br>paved)               | 6' (buffered<br>bike lane) | 8 (4* paved)                        |
| Left                                   | 14 (12 paved)       | 6 (2 paved)                          | 4'                         | 4 (4 paved)                         |
|  |                     |                                      |                            | * min. 5' paved                     |
|  | 6-Lane              | Dual Lane                            |                            |                                     |
| Right                                  | 14 (12 paved)       | 10* (8*<br>paved) 8<br>(4 paved)     |                            |                                     |
| Left                                   | 14 (12 paved)       | (* add 2' for<br>interstate)         |                            |                                     |
| Bridges, ft.                           | 4-Lane              | Single-                              |                            |                                     |
| Right                                  | 12                  | Lane 6                               |                            |                                     |
| Left                                   | 12                  | 6                                    |                            |                                     |
|  | 6(or more)-Lanes    |                                      |                            |                                     |
| Right                                  | 12                  |                                      |                            |                                     |
| Left                                   | 12                  |                                      |                            |                                     |

| DESIGN ELEMENT                             | EXPRESSWAY MAINLINE              | RAMPS                      | US 27 (SR 25)                | CROSSROADS/ COLLECTORS |
|--|----------------------------------|----------------------------|------------------------------|------------------------|
| Cross Slopes                               |                                  | Dual Lane<br>10<br>6<br>2% |                              |                        |
| Traffic Lanes                              | 2% (4-lane)                      |                            | 2%                           | 2%                     |
|  | 3% or tbd (6-lane)               |                            | 3% Outside lane and Shoulder | 3% or tbd (6-lane)     |
| Bridge Lanes                               | 2% typ. (no break)               |                            |                              |                        |
| Left Shoulder                              | Match Mainline                   |                            | 2%                           | 5%                     |
| Right Shoulder                             | Match Mainline                   | 3%                         | 6%                           |                        |
| Median Width (4-lane), ft. (E.O.P./E.O.P.) | 74' (min.)<br>26' (with barrier) | N/A                        | 30'                          | 22' or 40'             |
| Lateral Offset                             | FDM 215.2.4                      | FDM 215.2.4                | FDM 215.2.4                  | FDM 215.2.4            |
| Vertical                                   |                                  |                            |                              |                        |
| Over Roadway*                              | 16.5                             | 16.5                       | 16.5                         | 16.5                   |
| Overhead Signs                             | 17.5                             | 17.5                       | 17.5                         | 17.5                   |
| Over Railroad                              | 23.5                             | 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. min., fifteen (15) ft. preferred 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 FDM Section 211.15
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

### **3.3 Bridge and Other Structures**

- A. The plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

## **4.0 WORK PERFORMED BY CONSULTANT**

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

### **4.1 Design Features**

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of an 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. 516 from US 27 near Lake Louisa State Park to west of Cook Road. Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between US 27 and west of Cook Road, interchange with US 27, and reconstruction of US 27. This project will include construction of new bridge structures over wetlands and floodplain areas between Trout Lake and Pike Lake. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, signalization (if warranted), ITS, maintenance of traffic, utility design and coordination, right-of-way mapping, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

### **4.2 Governmental Agencies**

- A. The Consultant shall coordinate with and assist in securing the approval of the interested agencies involved. These agencies may include, but are not necessarily limited to Lake County, FDOT, FDEP, US Army Corps of Engineers, and the St. Johns River Water Management District.

### **4.3 Preliminary Design Report - Review**

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility. The Consultant shall also prepare the 15% Line and Grade design for the Ultimate Interchange at SR 516 and US 27.

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

- B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

1. Design criteria
2. Horizontal alignment of SR 516 and US 27
3. Vertical alignment of SR 516 and US 27
4. Typical sections for SR 516 and US 27
5. US 27 initial and ultimate interchange alternatives (2)
6. Wetland bridge/culvert options (2)
7. Potential wall locations along SR 516
8. Pavement analysis
9. Hydroplaning analysis
10. Drainage pond locations
11. Utility relocations
12. Maintenance of traffic
13. Construction feasibility
14. Sustainability Opportunities

#### **4.4 Surveys and Mapping**

- A. The 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 field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, environmental, 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, 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.

CFX will provide aerial survey (topography and mapping) with limited control and coverage. Section 6.01 defines the work performed by CFX or

its designee.

CFX has performed a Project Network Control Survey and documented the location and values at approximately one-half mile intervals. The Consultant shall supplement this information with additional points as necessary to meet project requirements.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station SR 516 alignment at 100' intervals.
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set SR 516 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 SR 516 and US 27 alignments, using stable points.
2. The Bench Run will be based on closures between established benchmarks provided by CFX.

E. Topography

1. Planimetric mapping and data merging to develop an updated digital terrain model (DTM), suitable for 1" =50' display scale shall be conducted by the Consultant.
2. Cross-sections will be performed at 1000' intervals along the SR 516 and US 27 to verify DTM.
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.

- Outfall survey of Sawgrass Lake Outfall

G. Underground Utilities

Locate 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

As needed for engineering design, the Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane at 100' intervals and perform utility surveys of side streets.

I. Bridge Survey (N/A)

Provide bridge survey data as needed for engineering design. Utilize Terrestrial Mobile and/or Static LIDAR for clearance, features, and other extraction needed to support design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting. Locate wetland flags delineated by CFX's GEC.

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. New right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset project horizontal and vertical control points and meet with the construction contractor to review these points. (N/A)

N. CFX ITS/FON (N/A)

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 make sure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

#### 4.5 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests, according to CFX requirements. The Consultant shall adhere to traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, , pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, , location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include the 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 along US 27 to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

#### **4.6 Contamination Impact Analysis**

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and 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 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 for the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

#### **4.7 Pavement Design**

- A. The Consultant shall prepare the pavement designs as appropriate in accordance with the requirements of the FDOT Pavement Design Manual for mainline, ramps, cross streets, and shoulders.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary. A Pavement Type Selection Report is not included in the Scope of Work for this project.

#### **4.8 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.

## 4.9 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for environmental permits. The Consultant shall provide the information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing 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, as requested.
  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 NRCS soils data, 100-year floodplain limits and proposed project.
  4. Provide plans, calculations, sketches and reports required for permits except as described above.
  5. Provide copies of drainage calculation, including pond routing nodal diagrams, for the project.
  6. Assist CFX in responding to requests for additional information made by regulatory agencies after the permit application is submitted.
  7. Incorporate changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
  8. Prepare a list of adjacent landowners along with address and nine-digit zip code at the wetland encroachment sites.
  9. Provide permit application material in .pdf format.
  10. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
  11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
  12. Preliminary field evaluation of general land use and wildlife habitat within proposed ROW, as requested.

A. Location

The Consultant shall obtain available utility mapping and information and identify the 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. Existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

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

that the utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

#### **4.11 Roadway Design**

- A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to CFX for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.

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.

The consultant shall coordinate the relevant design elements with adjacent design teams. This effort shall include any required meetings with adjacent design teams.

- B. 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 (1" = 100' scale)
  10. Ramp Terminal Details (1" = 50' scale)

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

#### **4.12 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 for the 5 bridge sites noted below. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams for widened bridges.

Bridge(s):

1. Bridge A: NB US 27 over SB to EB interim and ultimate connectors (estimated bridge length = 250')
  2. Bridge B: NB US 27 over WB to SB ultimate ramp – (estimated bridge length = 250')
  3. Bridge C: NB US 27 to EB ramp over WB to SB ultimate ramp – (estimated bridge length = 136')
  4. Bridge D: SB US 27 to EB ramp over WB to SB interim and ultimate ramp – (estimated bridge length = 150')
  5. Sawgrass Wetland Area: WB and EB SR 516 over Sawgrass Wetland Area – (estimated bridge length = 330')
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
1. Bridge designs will be provided for the bridges.
  2. Retaining walls, including Critical Temporary walls
  3. Box Culverts
  4. Approach slabs
  5. Details
  6. Summary quantity tables

7. Special provisions and specifications
8. Stage construction-sequencing details
9. Sign\Signal structures
10. Noise walls (Locations to be determined)
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.
12. ITS Devices

#### **4.13 Drainage Design**

- A. As part of the drainage design requirements, the Consultant shall:
  1. Perform drainage design in accordance with the approved criteria from Section 3.1D.
  2. Finalize the pond design at the 30% submittal.
  3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
  4. Notify CFX's Project Manager immediately if deviation from approved design criteria is anticipated.
  5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
  6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.
  7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications.
  8. Prepare a pond siting report.
  9. Prepare a bridge hydraulic report
- 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/exfiltrationsystem

**4.14 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 installation of all CFX lighting on the corridor (including the entire mainline of SR 516, ramps, gore areas and transition areas) to as 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. The Consultant shall prepare a Lighting Design Analysis Report (LDAR). The LDAR shall include lighting photometric analysis, electrical load analysis, voltage drop calculations, device coordination, short circuit current analysis, arc flash hazard analysis, structural calculations for any special conventional pole concrete foundations, and other related documentation. In addition, the Consultant shall perform an evaluation of various lighting design alternatives which consider factors such as pole configuration, pole heights, arm lengths, luminaire wattages, and optics. A single alternative should be implemented on the project. The evaluation should be based on safety, constructability, maintainability, economics, and consistency with the adjacent projects. The LDAR shall also include all coordination correspondence with the local power company and confirmation on the final locations of distribution transformer and service poles..
- 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. Signature Sheet
  - 3. Tabulation of Quantities
  - 4. General Notes and Pay Item Notes
  - 5. Legend and Pole Data Sheet(s) (Roadway Lighting)
  - 6. Luminaire Data (Sign and Underdeck Lighting)
  - 7. Project Layout sheet
  - 8. Plans sheets
  - 9. Underdeck Lighting Plans
  - 10. Underdeck Lighting Monitoring Details
  - 11. Remote LED Driver Cabinet Details
  - 12. Sign Lighting Details
  - 13. Service point detail shall include wiring schematics, one-line, and riser diagrams, panelboard schedules with breaker panel assignments,



electrical equipment and load center sizing, grounding and bonding, surge protection, and typical power service installation details

14. Special Details (Arc Flash Warning Label Design and Notes)

- D. All sign and pendant hung mounted underdeck lighting systems shall be designed to accommodate the remote LED driver cabinets including photocell receptacle(s) for the future wireless node installations. Wall or pier cap mounted underdeck luminaires are self-contained with LED drivers and photocell receptacles and no need for remote LED driver cabinet installation. All roadway lighting luminaires also need to be equipped with photocell receptacles to be used for the future wireless node installations.

**4.15** Traffic Engineering

A. Traffic Data

1. Traffic data will be furnished by CFX.
2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during the 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.
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 the phases of project construction at 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.

**4.16** 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 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).

#### **4.17 Signalization Plans**

- A. The Consultant shall prepare designs and contract documents for final signalization plans at the US 27 and SR 516 intersection; including layouts showing the locations of signal poles and equipment, signal details, internally illuminated signs, signal lighting, signal interconnect and 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).

#### **4.18 Right-of-Way Surveys**

##### **A. Section Line Ties**

1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepared new Certified Corner Record forms.
2. Perform Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.

##### **B. Subdivision Ties/Property Line Ties**

1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.
2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.

- C. Maintained R/W Survey - (Not required)
- D. Mean High Water/Safe Upland Line Survey (Not required)
  - 1. Perform a Safe Upland Line Survey for the locations where the facility crosses Sovereign Waters of the State of Florida.
- E. R/W Monumentation – (Not required)
- F. Stake R/W Parcels – (Not required)

At the completion of the Design and Right of Way Surveys, provide all field books, certified to CFX, and copies of electronic files on CDROM, with certification attached.

#### **4.19 Certified Right of Way Control Survey**

The field Right of Way survey will serve as the basis for the Right of Way Maps and shall be presented in the format of a certified drawing on 22" x 34" in pdf format, no hard copies. The Consultant shall certify this drawing as Specific Purpose Survey, which meets the Standards of Practice adopted by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 of the Florida Administrative Code. These survey drawings shall be at a scale of 1 inch = 400 feet for a key map and a scale of 1 inch = 50 feet for detail sheets or at a scale acceptable to CFX. The surveyor shall furnish CFX with four (4) signed, sealed and certified copies of the above maps along with the original reproducible film copy and the CADD drawing files on disk.

The Consultant shall submit Right of Way Control Survey maps to CFX for review at the following stages of completion, with data as specified.

- A. 30% Right of Way Control Survey - (Key Maps)
  - 1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.
  - 2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.
  - 3. All Subdivision and Condominium boundaries with official names and recording information.

4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.
5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.

B. 60% Right of Way Control Survey - (Detail Sheets)

1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.
2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and official name of each subdivision.
3. Key Maps with any revisions or corrections

C. 90% Right of Way Control Survey

1. All revisions required to support the complete Right of Way Mapping.

D. 100% Right of Way Control Survey

1. Signed and sealed copies and final CADD files

E. Computer Mapping - All survey maps will be prepared using CADD and all submittals will include:

1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.

2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

#### 4.20 Right of Way Maps

Right of Way Map shall be accurate, legible, complete, plotted to a scale as directed by CFX. Right of Way Maps, Parcel Sketches and Legal Land Descriptions shall be prepared under the direction of a Surveyor and Mapper licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes.

Right of Way Maps shall be plotted on 22" x 34" pdf format, no hard copies, at a scale of 1 inch = 50 feet for Detail Sheets or at a scale acceptable to CFX. These scales should be adjusted appropriately to facilitate "uncluttered" mapping, depicting the necessary data without confusion to the users. Text size for mapping should not be smaller than 1/10".

The Consultant shall submit Map Sheets to CFX for review at the following stages of completion, with data as specified:

##### A. 90% Right of Way Maps

1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.
2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.
3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on sheets where the curves are shown.
4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.
5. Completed Title Block (all spaces must be filled in; if not applicable, show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.
6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.

B. 100% Right of Way Maps

1. Completed Right of Way Maps revised in accordance with prior reviews.
2. Map information agrees exactly with the Parcel Sketch and Legal Description.

C. Computer Mapping

All Right of Way Maps will be prepared using the latest CADD version and submittals will include:

1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.
2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

D. Title Search

1. CFX shall furnish the Consultant the Title Search Reports for the parcels affected by the proposed right of way throughout the project.

E. Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non- Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:
2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder
3. Existing easements affecting the property
4. Improvements, buildings
5. Approximate areas of each taking and remainder

6. North arrow and scale
7. “DRAFT PARCEL SKETCH”, Project Number and Parcel Number prominently displayed at the top of the page
8. Border with space for recording reserved at the upper right corner.

F. Final Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.
2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.
3. Parcel Sketches and Legal Descriptions will be prepared for FDOT, County, and Municipality Right of Way.
4. Parcel Sketches and Legal Descriptions will include:
  - a. Boundary and dimensions of taking and remainder.
  - b. Existing easements affecting the property.
  - c. Improvements, buildings, with ties to taking line where within 25 feet.
  - d. Point of Commencement, Point of Beginning and monumentation referenced in the Legal Description.
  - e. “SKETCH AND LEGAL DESCRIPTION”, Project Number and Parcel Number prominently displayed at the top of the page.
  - f. Areas of each taking and remainder.
  - g. North arrow and scale.
  - h. Border with space for recording reserved at the upper right corner.
  - i. Legal descriptions of Limited Access taking, (with Limited access clause), Right of Way takings, proposed easements.
  - j. All calls for adjoiners, including Section and fractional Section lines, Lot and Block lines, right of way lines, (with reference to maps if available).
  - k. The Point of Commencement or Point of Beginning will be a monumented point outside limits of construction and will be a well-defined point of a Section or Grant.

5. Parcel Sketches and Legal Descriptions submitted for review shall include Geopak parcel closure files, (or alternate computation software,) and Microstation .dgn files, (separate files for each sheet).

#### 4.21 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.

#### 4.22 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.

#### 4.23 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 existing fiber optic duct banks, 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 Designer shall utilize the latest CFX ITS Design Standards or Plan Details provided by CFX. Any deviation from the standards/details provided shall be pre-approved by CFX before implementation into the plan set. In general intent is to replace existing devices with new if they are being damaged or impacted by the widening.
2. Fiber optic network (FON) plans shall include the following:
  - a. Roadway geometry
  - b. Rights-of-Way
  - c. Existing utilities within the right-of-way including CFX's FON
  - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - e. Manhole/Pull box locations and stub-out details (standard details provided)
  - f. Device layout
  - g. Device installation details
  - h. Conduit installation details (standard details provided)
  - i. Fiber optic cable route marker detail (standard details provided)



- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable splice details for new or relocated fiber optic cabling.
- n. Controller cabinet, CCTV/ TMS pole, and foundation details for proposed CCTV/ TMS sites.
- o. Power interconnect (conduit size and type)
- p. Power conductors to each device location
- 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. Design power infrastructure that follows CFX ITS Standards. Design 2-2" power conduits to each proposed ITS device site. The designer shall be mindful of system redundancy. Power and fiber connections shall be made from the same side of the road whenever possible. Under no circumstance shall a single power service support devices that are spliced to the same fiber pair on separate sides of the road. If during design, the Design team meets the maximum power requirements as stated within the contract documents then additional power service locations shall be obtained from the power service provider. The Design team shall add additional power service locations/load centers to minimize the distance of the electrical circuit. ITS load centers shall not be shared by any other component (Lighting, Tolling, etc.) unless approved by CFX.
- w. Design 9-1" conduits within the entire length of the new outside shoulder, roadway and bridge. This will be installed in both directions (EB and WB) of the proposed roadway and shall include 2-72 SM fiber optic cable.
- x. Design CCTV cameras to provide 100% video coverage (includes roadway under the flyovers) of the roadway. This includes the shoulder, roadway, ramps and roadways under the flyovers. The ITS devices shall interface with the existing ITS system.
- y. Design the Data Collection Sensor (DCS) for all exit ramps (including interchange to interchange ramps) and DMS signs within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
- z. Design of a walk-in 3-Line dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic

connections, and cabinets (standard details provided). A 3-Line DMS shall be designed to be installed at:

- On mainline 516 in the EB direction
  - aa. Design Traffic Monitoring Station (TMS) for all ramps (on-ramps, off-ramps & split ramps) within the project limits. This includes the traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).
  - bb. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.
  - cc. Design the Wrong Way Driving System for all exit ramps within the project limits. This includes any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets. CFX ITS design standards shall be provided to the Designer for use within their plans. Install new WWDS at the following off-ramps:
    - NB US 27 off-ramp
    - SB US 27 off-ramp
  - dd. Design of Arterial Dynamic Messaging Signs (ADMS) which shall include structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). ADMS shall be designed to be installed at the following sites:
    - NB US 27 approaching the 516 interchange
    - SB US 27 approaching the 516 interchange
3. A Design Methodology Report shall be submitted as part of the 90%, 100%, Pre-Bid and Bid Submittal for approval from CFX. The Design Methodology Report shall be submitted in a CFX approved format. This report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:
- a. Voltage Drop Calculations (5% maximum voltage drop, maximum wire size of #2 AWG at 480V, 10 Amp Maintenance Load carried to the end of the circuit, maximum transformer size of 15 kVA)
  - b. Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations
  - c. CCTV Bucket Truck Sightings from all proposed CCTV locations. Height of sightings will match the proposed height of the CCTV camera.
  - d. Typical Cabinet Load requirements
  - e. Utility Coordination Documentation with Power Service Providers

4. Upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards within the project limits The Consultant shall take the following information into consideration when developing the site construction plans:
  - a. Minimize utility conflicts and adjustments.
  - b. Minimize traffic impact.
  - c. Accessibility and ease of equipment maintenance.
  - d. Safety of equipment maintenance personnel and the traveling public.
  - e. Maintain the existing FON system through the 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 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. The Designer shall provide maintenance access to all ITS infrastructure (conduits, pullboxes, manholes, devices, etc.) within the project. If a current device does not have maintenance access, the Designer shall design a method for maintenance personnel to access the site. All sites shall be reviewed by the Designer and a report shall be submitted to CFX for approval detailing how maintenance personnel will access each device site. Typical access requirements for both conduit and devices are for a 12-foot wide bucket truck or splicing van to drive to the site without having to cross a drainage ditch, pond, or berm. The Designer shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Designers responsibility to provide access at all locations.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices. Splicing Diagrams shall be submitted in a CFX approved format.
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.

4. Fiber allocation shall be provided by CFX after the 90% submittal.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to confirm 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.

**4.24** Toll Gantry & Service Buildings

- A. This project does not include any toll collection facilities.

**4.25** Post-Design Services (N/A – To be Negotiated Later)

- 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 post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make 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 As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

## **5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE**

### **5.1 Record Documents**

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

### **5.2 Traffic Data**

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

### **5.3 Other**

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

## **6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE**

### **6.1 Right-of-Way Acquisition**

- A. 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.
- B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.
- C. CFX will provide the required title search reports and updates.

### **6.2 Utility Agreements**

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

### **6.3 Public Involvement**

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

### **6.4 Contracts and Specifications Services**

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

### **6.5 Post-Design Services**

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

### **6.6 Environmental Permits**

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



**6.7** Conceptual Specialty Design

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

## **7.0 ADMINISTRATION**

### **7.1 Central Florida Expressway Authority**

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

### **7.2 CFX's Project Manager will:**

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

### **7.3 Consultant**

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

depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

#### **7.4 Project Control**

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
  1. Determine and highlight critical path work from initial plans as work progresses.
  2. Identify progress against schedule for each identified work item.
  3. Forecast completion dates from current progress.
  4. Highlight rescheduled work in any area which is out of required sequence.
  5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
  6. Forecast future conflicts in any area.

#### **7.5 Work Progress**

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

action required to resolve any issues.

## **7.6** Schedule

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

## **7.7** Project Related Correspondence

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

## **7.8** Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

## **7.9** Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". 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 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 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 calculations
  - 7. Structural design calculations.
  - 8. Geotechnical report.

9. Hydraulics Report for each bridged waterway crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered, if applicable
12. Computations 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. 15% Line and Grade (1 CD/DVD with all files in pdf format, and one (1) hard copy set to CFX of Final Report)
  2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC 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 and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans to the CFX GEC project manager)
  10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
  - D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
  - E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.
  - F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
    1. The reason for the delay.
    2. The design components impacted.
    3. Proposed methods to maintain submittal dates.
  - G. The Consultant shall submit project-related CADD files, including GEOPAK files, used in the preparation of the plans and right of way mapping on compact disk with the final submittal.

#### **7.14 15% Line and Grade Submittal**

- A. At the completion of this phase, design and plan development should be approximately 15 percent complete

1. Typical Sections
  - a. Mainline and crossroad
  - b. Ramps
  
2. Plan View
  - a. North Arrow and Scale
  - b. Baseline of Survey, equations
  - c. Curve Data (including superelevation)
  - d. Existing topography
  - e. Preliminary horizontal geometrics, dimensions
  - f. Existing and proposed R/W lines
  - g. Centerline of Construction
  - h. Begin and end stations for project, bridges, bridge culverts and exceptions
  - i. General locations of proposed retention/detention ponds
  
3. Profile View
  - a. Scale
  - b. Preliminary profile grade line
  - c. Equations
  - d. Existing ground line with elevations at each end of sheet
  - e. Begin and End stations for the project, bridges, bridge culverts and exceptions
  
4. Interchange Detail
  - a. Schematic of traffic flow
  - b. Preliminary configuration and geometrics
  - c. Quadrant identification
  - d. Ramp labels
  
5. Drainage Design
  - a. Preliminary Hydroplaning analysis

**7.15 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.

**7.16** 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.

**7.17** 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 existing/proposed right-of-way or proposed easement.
  - e. Drainage structures and numbers are shown.
  - f. Drainage ponds shown.
  - g. Curve data and superelevation included.
  - h. Pavement edges, shoulders and dimensions shown.
  - i. Project and construction limits shown.
  - j. Bridges shown with beginning and ending stations.
  - k. General Notes.
5. Drainage Structures
- a. Drainage structures plotted and numbered.
  - b. Station location and offsets identified.
6. Cross Sections
- a. Templates are shown at all stations.
  - b. Limited access right-of-way lines are shown.
  - c. Cross section pattern sheet included.
  - d. Miscellaneous notes included.
  - e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
- a. Geometric data shown.
  - b. Profiles finalized.
  - c. Coordinate data shown.
  - d. Limited access right-of-way lines shown.
  - e. Curve data shown.
  - f. Bearings and bridges shown.
  - g. Cross roads, frontage roads, and access roads shown.
  - h. Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Intelligent Transportation System (ITS) Plans
12. Highway Lighting Plans
13. Selective Clearing and Grubbing (if required)

B. Draft Parcel Sketches and Legal Descriptions shall be submitted two months after the 60% Roadway Plan Submittal.

**7.18 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.

**7.19 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.

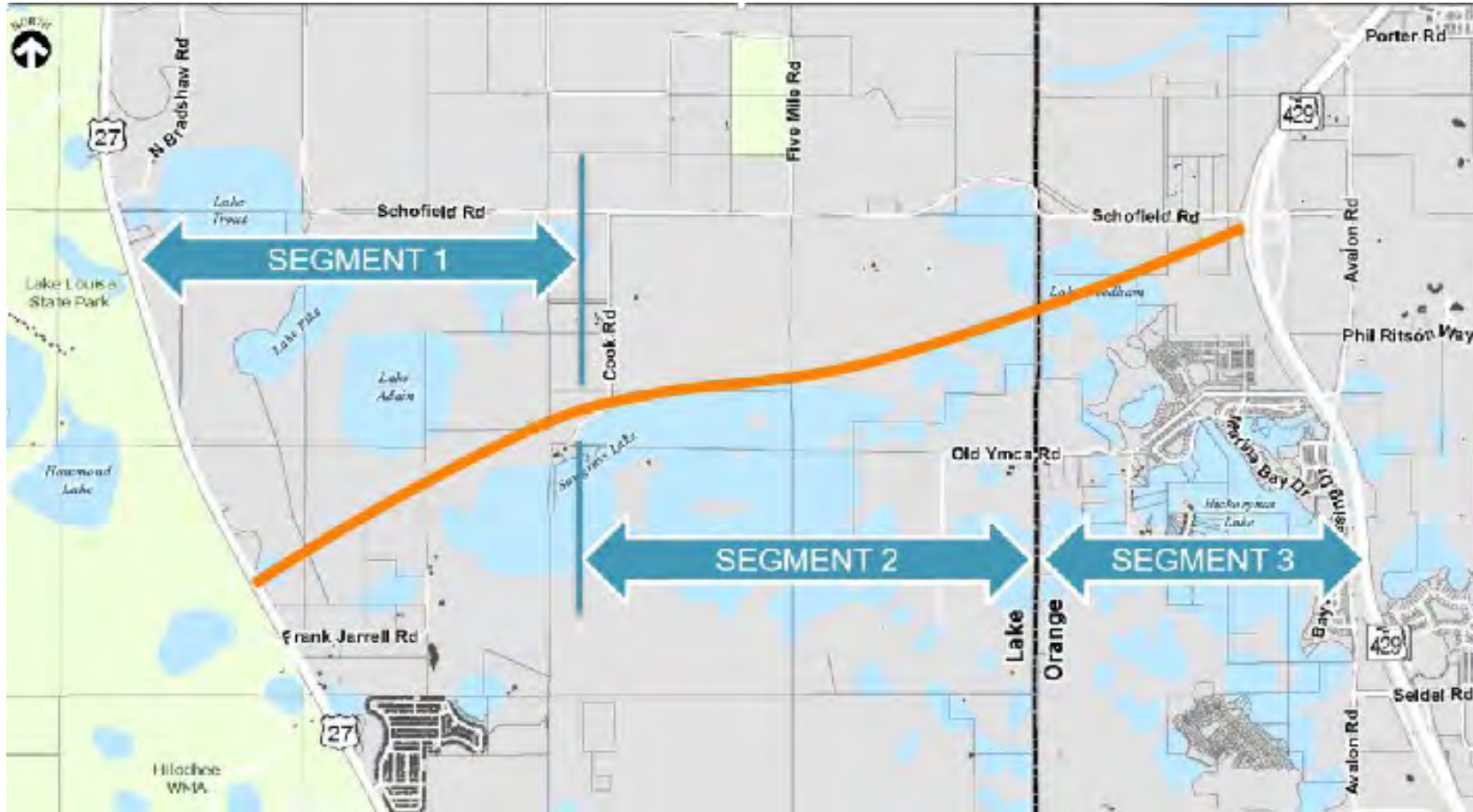
- 7. Cross Section Sheets

- 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)
  - B. Final Parcel Sketches and Legal Descriptions shall be submitted one month after the 90% Roadway Plan Submittal.
- 7.20** 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.
- 7.21** Pre-Bid Plans
- 7.22** Bid Set

Exhibit "E" – Project Location Map

Segment 1 (516-236)



**CONSENT AGENDA ITEM  
#11**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Design Services for SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line - Segment 2  
Project No. 516-237, Contract No. 001686

---

Letters of Interest for the above referenced project was advertised on May 3, 2020. Seven (7) responses were received by the May 18, 2020 deadline. Those firms were AECOM Technical Services, Inc., BCC Engineering LLC, Horizon Engineering Group, Inc., Moffatt & Nichol, RS&H, Inc., Patel, Green & Associates, LLC and Tetra Tech, Inc.

The Evaluation Committee met on May 26, 2020 and after reviewing the letters of interest shortlisted BCC Engineering, LLC, Horizon Engineering Group, Inc., Moffatt & Nichol and Tetra Tech, Inc.

The Technical Committee heard and scored oral presentations on June 25, 2020 . After the oral presentations were completed, the Committee prepared its final ranking and the result is shown below:

| <b>Ranking</b> | <b>Firm</b>                     |
|----------------|---------------------------------|
| 1              | BCC Engineering, LLC            |
| 2              | Tetra Tech, Inc.                |
| 3              | Moffatt & Nichol                |
| 4              | Horizon Engineering Group, Inc. |

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:   
Will Hawthorne, PE  
Director of Engineering

  
Glenn Pressimone, PE



**LOI-001686 Technical Review Committee Meeting June 25, 2020 Minutes**

Technical Review Committee for **Design Services for SR 516 Lake Orange Expressway from West of Cook Road to Lake/Orange County Line. Project 516-237, Contract No. 001686**, held a duly noticed meeting on Thursday, June 25, 2020 at 9:00 a.m. via MS Teams.

**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  
Brad Osterhaus, Senior Procurement/Q/C Administrator

**Presentations / Q and A:**

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

|                                 |                    |
|---------------------------------|--------------------|
| BCC Engineering, LLC            | 9:00 - 9:40 a.m.   |
| Horizon Engineering Group, Inc. | 9:50 - 10:30 a.m.  |
| Moffatt & Nichol                | 10:40 - 11:20 a.m. |
| Tetra Tech, Inc.                | 11:30 - 12:10 p.m. |

**Evaluation Portion:**

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

| <u>FIRM</u>                     | <u>Points</u> | <u>Ranking</u> |
|---------------------------------|---------------|----------------|
| BCC Engineering, LLC.           | 09            | 1              |
| Tetra Tech, Inc.                | 10            | 2              |
| Moffatt & Nichol                | 13            | 3              |
| Horizon Engineering Group, Inc. | 16            | 4              |

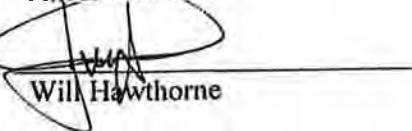
Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. Will Hawthorne reviewed and approved the minutes on behalf of the Committee.

There being no other business to come before the Committee; the meeting was adjourned at 12:28 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, June 25, 2020 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by:

  
Aneth Williams

Approved by:

  
Will Hawthorne

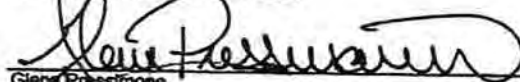
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING**

**DESIGN SERVICES FOR SR 516 LAKE ORANGE EXPRESSWAY  
FROM WEST OF COOK ROAD TO LAKE/ORANGE COUNTY LINE  
PROJECT 516-237  
CONTRACT NO. 001686**

| CONSULTANT                      | Glenn Pressimone (Score) | Will Hawthorne (Score) | Ben Dreiling (Score) | Dana Chester (Score) | Jamison Edwards (Score) | TOTAL SCORE | RANKING |
|---------------------------------|--------------------------|------------------------|----------------------|----------------------|-------------------------|-------------|---------|
| BCC ENGINEERING, LLC            | 2                        | 3                      | 1                    | 2                    | 1                       | 9           | 1       |
| HORIZON ENGINEERING GROUP, INC. | 3                        | 3                      | 4                    | 3                    | 3                       | 16          | 4       |
| MOFFATT & NICHOL                | 4                        | 2                      | 3                    | 1                    | 3                       | 13          | 3       |
| TETRA TECH, INC.                | 1                        | 1                      | 2                    | 4                    | 2                       | 10          | 2       |

**EVALUATION COMMITTEE MEMBERS:**

  
 \_\_\_\_\_  
 Glenn Pressimone

Thursday, June 25, 2020

  
 \_\_\_\_\_  
 Will Hawthorne

Thursday, June 25, 2020

  
 \_\_\_\_\_  
 Ben Dreiling

Thursday, June 25, 2020

  
 \_\_\_\_\_  
 Dana Chester

Thursday, June 25, 2020

  
 \_\_\_\_\_  
 Jamison Edwards

Thursday, June 25, 2020

**CONSENT AGENDA ITEM  
#12**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 24, 2020

SUBJECT: Approval of Contract Award to Hubbard Construction Company for  
SR 429 Pavement Repair/Resurfacing from CR 535 to CR 437A  
Project No. 429-758, Contract No. 001700

---

An Invitation to Bid for the above referenced project was advertised on June 14, 2020. Four (4) responses were received by the July 23, 2020 deadline.

Bid results were as follows:

|    | <b><u>Bidder</u></b>                 | <b><u>Bid Amount</u></b> |
|----|--------------------------------------|--------------------------|
| 1. | Hubbard Construction Company         | \$2,898,958.22           |
| 2. | Ranger Construction Industries, Inc. | \$3,417,898.07           |
| 3. | Preferred Materials, Inc.            | \$3,493,212.50           |
| 3. | The Middlesex Corporation            | \$4,565,476.00           |

The engineer's estimate for this project is \$ 2,172,014.78 Included in the Five-Year Work Plan is \$2,300,000.00.

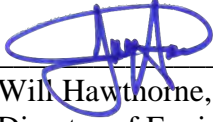
The work consists of providing all labor, materials, equipment and incidentals necessary to mill and resurface and repair SR 429 from CR 535 to CR 437A.

The Engineer of Record (EOR) for Project No. 429-758 has reviewed the low bid submitted by Hubbard Construction Company and has determined that the quantities for three items were unbalanced. The EOR stated the reason for the higher asphalt unit prices is due to the discontinuous work locations. This may require the contractors to produce more, smaller asphalt batches. The higher milling costs are due to the lower production rates caused by the discontinuous work locations.

Contract Award to Hubbard Construction Company  
Project No. 429-758, Contract No. 001700

The Procurement Department has evaluated the bids and has determined that the bid from Hubbard Construction Company to be responsible and responsive to the bidding requirements. Board award of the contract to Hubbard Construction Company in the amount of \$ 2,898,958.22 is requested.

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

Reviewed by:   
\_\_\_\_\_  
Will Hawthorne, PE  
Director of Engineering

  
Glenn Pressimone, PE

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
HUBBARD CONSTRUCTION COMPANY**

**SR 429 PAVEMENT REPAIR / RESURFACING  
FROM CR 535 TO CR 437A**

**PROJECT NO. 429-758  
CONTRACT NO. 001700**

**CONTRACT DATE: AUGUST 13, 2020  
CONTRACT AMOUNT: \$2,898,958.22**

**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, ADDENDA,  
PUBLIC CONSTRUCTION BOND AND FORMS**

**FOR**

**SR 429 PAVEMENT REPAIR / RESURFACING  
FROM CR 535 TO CR 437A**

**PROJECT NO. 429-758  
CONTRACT NO. 001700**

**AUGUST 2020**

## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>  | <u>Page</u>        |
|----------------|---|--------------------|
| C              | CONTRACT  | C-1 to C-2         |
|                | Memorandum of Agreement   | 1 to X             |
| GS             | GENERAL SPECIFICATIONS  | See Addendum No. 1 |
|                | Attachment A  | ATT-1 to ATT-9     |
|                | (See General Specifications Table of Contents for listing of individual specifications sections.)   |                    |
| TS             | TECHNICAL SPECIFICATIONS  | TS-1 to TS-3       |
|                | (See Technical Specifications Table of Contents for listing of individual specifications sections.) |                    |
| SP             | SPECIAL PROVISIONS  | SP-1 to SP-12      |
|                | (See Special Provisions Table of Contents for listing of each special provision.)                   |                    |
|                | Addendum No. 1  | Addendum No. 2     |
|                | Addendum No. 3  | Addendum No. 4     |
| P              | PROPOSAL  | P-1 to P-13        |
| VR             | VEHICLE REGISTRATION FORM   | VR-1 to VR-2       |
| PCB            | PUBLIC CONSTRUCTION BOND  | PCB-1 to PCB-4     |
| Plans          |   |                    |



## CONTRACT

This Contract No. 001700 (the "Contract"), made this 13<sup>th</sup> day of August 2020, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Hubbard Construction Company, of 1936 Lee Road, Suite 300, Winter Park, FL. 32789, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 429-758, SR 429 Pavement Repair / Resurfacing from CR 535 to CR 437A, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is \$2,898,958.22. This Contract was awarded by the Governing Board of CFX at its meeting on August 13, 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.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

DATE: \_\_\_\_\_

HUBBARD CONSTRUCTION COMPANY

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

Approved as to form and execution, only.

General Counsel for CFX

\_\_\_\_\_

**TO:** All Planholders of Record  
**FROM:** Aneth Williams, Director of Procurement  
**DATE:** June 19, 2020  
**SUBJECT:** SR 429 PAVEMENT REPAIR/RESURFACING FROM CR 535 TO CR 437A; Contract No. 001700, Project 429-758 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 2020, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page and the following attachment: General Specifications.

**ADD GENERAL SPECIFICATIONS**

1. **Add** General Specifications attached to this addendum.

**RESPONSES TO QUESTIONS RECEIVED**

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

**Q001: Can you provide the Engineer's estimate for this project, please?**

R: Latest published Workplan estimates the construction cost for project 429-758 to be \$2.3M.

END OF ADDENDUM NO. 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>  | <u>Page No.</u> |
|--|-----------------|
| Section 1 - Abbreviations and Definitions                          | 1               |
| 1.1    General   | 1               |
| 1.2    Abbreviations   | 1               |
| 1.3    Definitions   | 2               |
| Section 2 - Scope of Work  | 11              |
| 2.1    Intent of Contract  | 11              |
| 2.2    Work Not Covered by the General Specifications              | 11              |
| 2.3    Alteration of Plans   | 11              |
| 2.3.1    General   |                 |
| 2.3.2    Increase, Decrease or Alteration in the Work              |                 |
| 2.3.3    Connections to Existing Pavements, Drives, and Walks      |                 |
| 2.3.4    Differing Site Conditions                                 |                 |
| 2.3.5    Changes Affecting Utilities                               |                 |
| 2.3.6    Cost Savings Initiative Proposal                          |                 |
| 2.4    Claims by Contractor  | 24              |
| 2.4.1    General   |                 |
| 2.4.2    Notice of Claim   |                 |
| 2.4.3    Content of Written Claim                                  |                 |
| 2.4.4    Action on Claim   |                 |
| 2.4.5    Compensation for Extra Work or Delay                      |                 |
| 2.4.6    Mandatory Claim Records                                   |                 |
| 2.4.7    Claims for Acceleration                                   |                 |
| 2.4.8    Certificate of Claim                                      |                 |
| 2.4.9    Non-Recoverable Items                                     |                 |
| 2.4.10    Exclusive Remedies                                       |                 |
| 2.4.11    Settlement Discussions                                   |                 |
| 2.4.12    Personal Liability of Public Officials                   |                 |
| 2.4.13    Auditing of Claims                                       |                 |
| 2.5    Unforeseeable Work  | 31              |
| 2.6    Right To and Use of Materials Found at the Site of the Work | 31              |
| 2.6.1    Ownership and Disposal of Existing Materials              |                 |
| 2.6.2    Ornamental Trees and Shrubs                               |                 |
| 2.7    Restoration of Right of Way                                 | 32              |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>  | <u>Page No.</u> |
|--|-----------------|
| Section 3 - Control of Work                                    | 33              |
| 3.1 Plans and Working Drawings                                 | 33              |
| 3.1.1 Plans and Contract Documents                             |                 |
| 3.1.2 CFX Plans  |                 |
| 3.1.3 Alterations in the Plans                                 |                 |
| 3.1.4 Shop Drawings  |                 |
| 3.2 Coordination of Plans and Specifications                   | 36              |
| 3.3 Conformity of Work with Plans                              | 37              |
| 3.3.1 Record Drawings  |                 |
| 3.4 Pre-Award Meeting  | 38              |
| 3.5 Orders and Instructions                                    | 39              |
| 3.5.1 Observation of the Work                                  |                 |
| 3.5.2 Examination of the Work                                  |                 |
| 3.5.3 Communications   |                 |
| 3.6 Engineering and Layout                                     | 41              |
| 3.6.1 Control Points Furnished by CFX                          |                 |
| 3.6.2 Furnishing of Stake Material                             |                 |
| 3.6.3 Layout of Work   |                 |
| 3.6.4 Specific Staking Requirements                            |                 |
| 3.6.5 Personnel, Equipment, and Record Requirements            |                 |
| 3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan     |                 |
| 3.6.7 Payment  |                 |
| 3.7 Contractor's Supervision                                   | 44              |
| 3.7.1 Prosecution of Work                                      |                 |
| 3.7.2 Contractor's Superintendent                              |                 |
| 3.7.3 Supervision for Emergencies                              |                 |
| 3.7.4 Worksite Traffic Supervisor                              |                 |
| 3.8 General Inspection Requirements                            | 45              |
| 3.8.1 Cooperation by Contractor                                |                 |
| 3.8.2 Failure of CFX to Reject Work During Construction        |                 |
| 3.8.3 Failure to Remove and Renew Defective Materials and Work |                 |
| 3.9 Final Inspection and Acceptance                            | 47              |
| 3.9.1 Maintenance Until Final Acceptance                       |                 |
| 3.9.2 Inspection for Substantial Completion                    |                 |
| 3.9.3 Final Inspection   |                 |
| 3.9.4 Final Acceptance   |                 |
| 3.9.5 Recovery Rights Subsequent to Final Payment              |                 |
| 3.10 Audit and Examination of Contract Records and Bid Records | 48              |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>   | <u>Page No.</u> |
|---|-----------------|
| 3.11 Escrow of Bid Records  | 50              |
| 3.12 Prevailing Party Attorney's Fees   | 51              |
| <br>Section 4 - Control of Materials  | <br>53          |
| 4.1 Acceptance Criteria   | 53              |
| 4.1.1 General   |                 |
| 4.1.2 Sampling and Testing  |                 |
| 4.1.3 Certification   |                 |
| 4.1.4 Warranty and Guaranty   |                 |
| 4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)                    | 54              |
| 4.3 Source of Supply and Quality Requirements   | 54              |
| 4.3.1 Only Approved Materials to be Used  |                 |
| 4.3.2 Notification of Placing Order   |                 |
| 4.3.3 Approval of Source of Supply  |                 |
| 4.4 Inspection and Tests at Source of Supply  | 55              |
| 4.4.1 General   |                 |
| 4.4.2 Cooperation by Contractor   |                 |
| 4.4.3 Retest of Materials   |                 |
| 4.5 Storage of Materials and Samples  | 56              |
| 4.5.1 Method of Storage   |                 |
| 4.5.2 Use of Right of Way for Storage   |                 |
| 4.5.3 Responsibility for Stored Materials   |                 |
| 4.5.4 Storage Facilities for Samples  |                 |
| 4.6 Defective Materials   | 56              |
| <br>Section 5 - Legal Requirements and Responsibility to the Public                         | <br>58          |
| 5.1 Laws to be Observed   | 58              |
| 5.1.1 General   |                 |
| 5.1.2 Plant Quarantine Regulations  |                 |
| 5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or<br>Noxious Weeds |                 |
| 5.1.4 Compliance with Federal Endangered Species Act  |                 |
| 5.1.5 Occupational Safety and Health Requirements   |                 |
| 5.1.6 Discovery of Unmarked Human Burial Site   |                 |
| 5.1.7 Insecticides and Herbicides   |                 |
| 5.2 Permits and Licenses  | 60              |
| 5.3 Patented Devices, Materials and Processes   | 60              |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>   | <u>Page No.</u> |
|---|-----------------|
| 5.4 Right of Way Furnished by CFX   | 61              |
| 5.5 Sanitary Provisions   | 61              |
| 5.6 Control of the Contractor's Equipment   | 61              |
| 5.6.1 Traffic Interference  |                 |
| 5.6.2 Overloaded Equipment  |                 |
| 5.6.3 Crossings   |                 |
| 5.6.4 Protection from Damage by Tractor-Type Equipment  |                 |
| 5.6.5 Contractor's Equipment on Bridge Structures   |                 |
| 5.6.6 Posting of the Legal Gross Vehicular Weight   |                 |
| 5.7 Structures Over Navigable Waters  | 63              |
| 5.7.1 Compliance with Jurisdictional Regulations  |                 |
| 5.8 Use of Explosives   | 63              |
| 5.9 Preservation of Property  | 63              |
| 5.9.1 General   |                 |
| 5.9.2 Failure to Restore Damaged Property   |                 |
| 5.9.3 Contractor's Use of Streets and Roads   |                 |
| 5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail                                       |                 |
| 5.9.5 Operations Within Railroad Right of Way   |                 |
| 5.9.6 Utilities   |                 |
| 5.10 Responsibility for Damages, Claims, etc.   | 68              |
| 5.10.1 Contractor to Provide Defense Against Claims and Suits   |                 |
| 5.10.2 Guaranty of Payment for Claims   |                 |
| 5.11 Insurance  | 70              |
| 5.11.1 Schedule of Required Limits for Workers' Compensation,<br>General Liability and Automobile Liability |                 |
| 5.11.2 Workers' Compensation and Employer's Liability Insurance   |                 |
| 5.11.3 Comprehensive General Liability Insurance  |                 |
| 5.11.4 Comprehensive Automobile Liability Insurance   |                 |
| 5.11.5 Umbrella/Excess Liability Insurance  |                 |
| 5.11.6 Builder's Risk   |                 |
| 5.11.7 Railroad Insurance   |                 |
| 5.11.8 Pollution Legal Liability  |                 |
| 5.11.9 Professional Liability   |                 |
| 5.12 Contract Bond (Public Construction Bond) Required  | 76              |
| 5.12.1 General Requirements of the Bond   |                 |
| 5.12.2 Continued Acceptability of Surety  |                 |
| 5.13 Contractor's Responsibility for Work   | 76              |
| 5.14 Opening Section of Highway to Traffic  | 77              |
| 5.15 Scales for Weighing Materials  | 77              |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>   | <u>Page No.</u> |
|---|-----------------|
| 5.15.1 Applicable Regulations   |                 |
| 5.15.2 Base for Scales  |                 |
| 5.15.3 Protection and Maintenance   |                 |
| 5.16 Source of Forest Products  | 77              |
| 5.17 Regulations of Air Pollution   | 77              |
| 5.17.1 General  |                 |
| 5.17.2 Dust Control   |                 |
| 5.17.3 Asphalt Material   |                 |
| 5.17.4 Asphalt Plants   |                 |
| 5.18 Dredging and Filling   | 78              |
| 5.19 Erosion Control  | 78              |
| 5.20 Contractor's Motor Vehicle Registration  | 78              |
| 5.21 Internal Revenue Service Form W-9  | 78              |
| 5.22 Tolls and Access   | 79              |
| 5.23 Requests for References or Performance Evaluations   | 79              |
| 5.24 Unauthorized Aliens  | 79              |
| 5.25 Public Records   | 80              |
| 5.26 Inspector General  | 81              |
| 5.27 Convicted Vendor List  | 81              |
| 5.28 Discriminatory Vendor List   | 81              |
| 5.29 Severability   | 81              |
| 5.30 Companies Pursuant to Florida Statute Sections 287.135 and 215.473                           | 82              |
| <br>Section 6 - Prosecution and Progress of the Work  | <br>83          |
| 6.1 Subletting or Assigning of Contract   | 83              |
| 6.2 Work Performed by Equipment Rental Agreement  | 85              |
| 6.3 Prosecution of Work   | 85              |
| 6.3.1 Sufficient Labor, Materials and Equipment   |                 |
| 6.3.2 Impacts by Adjacent Projects  |                 |
| 6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week<br>Look-Ahead Schedules |                 |
| 6.3.4 Beginning Work  |                 |
| 6.3.5 Provisions for Convenience of the Public  |                 |
| 6.3.6 Pre-Construction Conference   |                 |
| 6.4 Limitations of Operations   | 86              |
| 6.4.1 Night Work  |                 |
| 6.4.2 Sequence of Operations  |                 |
| 6.4.3 Interference with Traffic   |                 |
| 6.4.4 Coordination with Other Contractors   |                 |



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>  | <u>Page No.</u> |
|--|-----------------|
| 6.4.5 Drainage   |                 |
| 6.4.6 Fire Hydrants  |                 |
| 6.4.7 Protection of Structures                               |                 |
| 6.4.8 Fencing  |                 |
| 6.4.9 Hazardous or Toxic Waste                               |                 |
| 6.4.10 Milling   |                 |
| 6.5 Qualifications of Contractor's Personnel                 | 90              |
| 6.6 Temporary Suspension of Contractor's Operations          | 90              |
| 6.6.1 CFX to Suspend Contractor's Operations                 |                 |
| 6.6.2 Prolonged Suspensions                                  |                 |
| 6.6.3 Permission to Suspend Operations                       |                 |
| 6.6.4 Suspension of Contractor's Operations – Holidays       |                 |
| 6.7 Contract Time  | 91              |
| 6.7.1 General  |                 |
| 6.7.2 Date of Beginning of Contract Time                     |                 |
| 6.7.3 Adjusting Contract Time                                |                 |
| 6.8 Failure of Contractor to Maintain Satisfactory Progress  | 93              |
| 6.8.1 General  |                 |
| 6.9 Default and Termination of Contract                      | 94              |
| 6.9.1 Determination of Default                               |                 |
| 6.9.2 Public Interest Termination of Contract                |                 |
| 6.9.3 Completion of Work by CFX                              |                 |
| 6.10 Liquidated Damages for Failure to Complete the Work     | 97              |
| 6.10.1 Liquidated Damages for Failure to Complete the Work   |                 |
| 6.10.2 Determination of Number of Days of Default            |                 |
| 6.10.3 Conditions Under Which Liquidated Damages are Imposed |                 |
| 6.10.4 Right of Collection                                   |                 |
| 6.10.5 Allowing the Contractor to Finish Work                |                 |
| 6.10.6 Liability for Liquidated Damages                      |                 |
| 6.11 Release of Contractor's Responsibility                  | 97              |
| 6.12 Recovery of Damages Suffered by Third Parties           | 97              |
| 6.13 Express Warranty  | 98              |
| Section 7 - Measurement and Payment                          | 99              |
| 7.1 Measurement of Quantities                                | 99              |
| 7.1.1 Measurement Standards                                  |                 |
| 7.1.2 Method of Measurements                                 |                 |
| 7.1.3 Determination of Pay Areas                             |                 |
| 7.1.4 Construction Outside Authorized Limits                 |                 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>   | <u>Page No.</u> |
|---|-----------------|
| 7.1.5 Truck Requirements  |                 |
| 7.1.6 Ladders and Instrument Stands for Bridge Construction                             |                 |
| 7.2 Scope of Payments   | 100             |
| 7.2.1 Items Included in Payment   |                 |
| 7.2.2 Non-Duplication of Payment  |                 |
| 7.3 Compensation for Altered Quantities   | 100             |
| 7.3.1 General   |                 |
| 7.3.2 Payment Based on Plan Quantity  |                 |
| 7.3.3 Lump Sum Quantities   |                 |
| 7.3.4 Deviation from Plan Dimensions  |                 |
| 7.4 Force Account Work  | 103             |
| 7.4.1 Method of Payment   |                 |
| 7.4.2 Records   |                 |
| 7.4.3 Preliminary Order-of-Magnitude Estimate   |                 |
| 7.5 Deleted Work  | 106             |
| 7.6 Partial Payments  | 106             |
| 7.6.1 General   |                 |
| 7.6.2 Unsatisfactory Payment Record   |                 |
| 7.6.3 Withholding Payment for Defective Work  |                 |
| 7.6.4 Partial Payments for Delivery of Certain Materials                                |                 |
| 7.6.5 Certification of Payment to Subcontractors  |                 |
| 7.6.6 Reduction of Payment for Unsatisfactory Services or Products                      |                 |
| 7.7 Record of Construction Materials  | 110             |
| 7.7.1 General   |                 |
| 7.7.2 Non-Commercial Materials  |                 |
| 7.8 Disputed Amounts Due Contractor   | 110             |
| 7.9 Acceptance and Final Payment  | 110             |
| 7.10 Offsetting Payments  | 112             |
| Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE)<br>Participation | 113             |
| 8.1 General   | 113             |
| 8.2 Disadvantaged/Minority and Women Owned Businesses – Participation<br>Objectives     | 114             |
| 8.2.1 General   |                 |
| 8.2.2 Definitions   |                 |
| 8.2.3 Specific Requirements   |                 |
| 8.2.4 Qualified Participation   |                 |
| 8.2.5 Records and Reports   |                 |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

| <u>Section Name</u>  | <u>Page No.</u> |
|--|-----------------|
| 8.3 Subletting of Contracts - Participation Objectives     | 119             |
| Section 9 - Binding Arbitration                            | 120             |
| Section 10 – Partnering and Disputes Resolution            | 122             |
| 10.1 Disputes Resolution                                   | 122             |
| 10.1.1 Disputes Review Board                               |                 |
| 10.1.2 Continuance of Work During Dispute                  |                 |
| 10.1.3 Disputes Review Board Membership                    |                 |
| 10.1.4 Board Operations                                    |                 |
| 10.1.5 Procedure for Disputes Resolution                   |                 |
| 10.1.6 Conduct of Disputes Hearings                        |                 |
| 10.1.7 Compensation  |                 |
| 10.1.8 Three Party Agreement                               |                 |
| Attachment A - Disputes Review Board Three Party Agreement |                 |

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## GENERAL SPECIFICATIONS

### SECTION 1 - ABBREVIATIONS AND DEFINITIONS

#### 1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

#### 1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

|        |  |
|--------|--|
| AAN    | American Association of Nurserymen, Inc.                           |
| AASHTO | American Association of State Highway and Transportation Officials |
| ACI    | American Concrete Institute  |
| AGC    | The Associated General Contractors of America, Inc.                |
| AGMA   | American Gear Manufacturers Association                            |
| AIA    | American Institute of Architects                                   |
| AISI   | American Iron and Steel Institute                                  |
| ANSI   | American National Standards Institute                              |
| AREA   | American Railway Engineering Association                           |
| ASCE   | American Society of Civil Engineers                                |
| ASME   | American Society of Mechanical Engineers                           |
| ASTM   | American Society for Testing and Materials                         |
| AWG    | American Wire Gauge  |
| AWPA   | American Wood Preservers Association                               |
| AWS    | American Welding Society   |
| AWWA   | American Water Works Association                                   |
| CRSI   | Concrete Reinforcing Steel Institute                               |
| EASA   | Electrical Apparatus Service Association                           |
| EPA    | Environmental Protection Agency of the United States Government    |
| FDOT   | Florida Department of Transportation                               |
| FHWA   | Federal Highway Administration                                     |
| FNGLA  | Florida Nursery, Growers and Landscape Association                 |
| FSS    | Federal Specifications and Standards                               |
| IEEE   | Institute of Electrical and Electronics Engineers                  |
| IES    | Illuminating Engineering Society                                   |

|       |   |
|-------|---|
| IPCEA | Insulated Power Cable Engineers Association     |
| ISO   | International Organization for Standards        |
| MASH  | AASHTO Manual for Assessing Safety Hardware     |
| MUTCD | Manual on Uniform Traffic Control Devices       |
| NEC   | National Electrical Code                        |
| NEMA  | National Electrical Manufacturers Association   |
| NFPA  | National Fire Protection Association            |
| NIST  | National Institute for Standards and Technology |
| NOAA  | National Oceanic and Atmospheric Administration |
| OSHA  | Occupational Safety and Health Administration   |
| SAE   | Society of Automotive Engineers                 |
| SI    | International System of Units                   |
| SSPC  | The Society for Protective Coatings             |
| UL    | Underwriters' Laboratories                      |

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

### 1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

- 1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”
- 1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections
- 1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.
- 1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.
- 1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.
- 1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying

traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

- 1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.
- 1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term “CFX” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise. Such designated representative may be the “Engineer”, the “CEI”, the “Resident Engineer” or other individual or entity identified by CFX and defined herein.
- 1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.
- 1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
- 1.3.11 **Contract** - The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
- 1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.
- 1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.
- 1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor’s Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor’s certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT

Standard Plans (edition per plans).

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

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

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

1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

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

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

1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors,

whether styled “delay”, “disruption”, “interference”, “impedance”, “hindrance” or otherwise, which are beyond the control of and not caused by the Contractor or Contractor’s subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.

- 1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.
- 1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.
- 1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.
- 1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.
- 1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority
- 1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a “delay.”
- 1.3.28 **Federal, State, and Local Rules and Regulations** - The term “Federal, State and Local Rules and Regulations” includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.
- 1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.
- 1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.
- 1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day



(Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

- 1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.
- 1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.
- 1.3.34 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.
- 1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.
- 1.3.36 **Materials** - Any substances to be incorporated in the Work.
- 1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.
- 1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.
- 1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.
- 1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.
- 1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
- 1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

- 1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.
- 1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.
- 1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.
- 1.3.46 **Roadway** - The portion of a highway within the limits of construction.
- 1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.
- 1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.
- 1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.
- 1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
  2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.
- 1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.
- 1.3.53 **Standard Plans** - “Standard Plans for Road and Bridge Construction”, an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.
- 1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.
- 1.3.55 **State** - State of Florida
- 1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.
- 1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.
- 1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.
- 1.3.59 **Substantial Completion** - The completion of all pay item Work in their entirety in conjunction with the performance of the inspection for Substantial Completion. As a minimum the following conditions apply;
1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.

2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been taken up, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete, and documentation has been received.

The inspection for Substantial Completion may generate a punch list that will be provided to the Contractor within seven (7) calendar days following the conclusion of the inspection. Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion or waive any part of the Contract provisions.

- 1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.
- 1.3.61 **Superintendent** - The Contractor's authorized representative responsible and in charge of the Work.
- 1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.
- 1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.
- 1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.
- 1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

- 1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.
- 1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.
- 1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.
- 1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.
- 1.3.70 **Working Day** - Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.
- 1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

## SECTION 2 - SCOPE OF WORK

### 2.1 Intent of Contract

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

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

### 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, Technical Special Provisions 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.

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

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

GS-13



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

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

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

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges

(exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

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

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

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

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

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

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

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.

2.3.3 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.

2.3.4 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.

- 2.3.5 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.

- 2.3.6 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.

- 2.3.7 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.

- 2.3.8 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 Standard Plans identified in the Contract Documents.

- 2.3.9 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.

- 2.3.10 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.

- 2.3.11 Cost Savings Initiative Proposal

2.3.11.1 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.

2.3.11.2 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, Standard Plans, 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 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.

2.3.11.3 Processing Procedures: The Contractor shall submit 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.

2.3.11.4 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.

2.3.11.5 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.

2.3.11.6 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.

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

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

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

## 2.4 Claims by Contractor

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

### 2.4.2 Notice of Claim:

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

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

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

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

- 2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:
- (a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
  - (b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
  - (c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
  - (d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
  - (e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:
    - (1) documented additional job site labor expenses;

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

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

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

2.4.5 Compensation for Extra Work or Delay:

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

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or

arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

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

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

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

- 2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.
- 2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:
- a. Loss of profit, incentives, or bonuses;
  - b. Any claim for other than Extra Work or delay;
  - c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
  - d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
  - e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.
- 2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.
- 2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.
- 2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.



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

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

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;

17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

## 2.5 Unforeseeable Work

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

## 2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

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

operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

## 2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall 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 Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

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

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

#### 3.1.4 Shop Drawings

##### 3.1.4.1. Definitions:

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

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

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required. The CEI may request a submittal for any item the CEI considers necessary.

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

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

3.1.4.4 Style, Numbering and Material of Submittals:

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

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

All documents shall be bound and submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm

and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and embossed seal of the Contractor's Florida registered Specialty Engineer.

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

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

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

#### 3.1.4.5 Submittal Paths and Copies:

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

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

#### 3.1.4.6 Processing of Shop Drawings:

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

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier and etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field

measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

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

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

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

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

## 3.2 Coordination of Plans and Specifications

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

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

1. The Contract,

2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, 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 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum



submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work. Retainage will not be released by CFX until the marked-up pdf and records have been submitted and accepted by the CEI.

### 3.4 Pre-Award Meeting

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

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

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

### 3.5 Orders and Instructions

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

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

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

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

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

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

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

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so

designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

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

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

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

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

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

## 3.6 Engineering and Layout

### 3.6.1 Control Points Furnished by CFX

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

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

### 3.6.2 Furnishing of Stake Material

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

### 3.6.3 Layout of Work

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

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

### 3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade

stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

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

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

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

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

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

### 3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable

equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

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

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

### 3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project's most up-to-date GNSS Work Plan at the project site.

### 3.6.7 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 the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. 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.motadmin.com/find-a-training-provider.aspx>

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 other activities deemed necessary for Project maintenance and safety.

### 3.8 General Inspection Requirements

#### 3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the



requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

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

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

### 3.8.2 Failure of CFX to Reject Work During Construction

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

### 3.8.3 Failure to Remove and Renew Defective Materials and Work

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

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

### 3.9 Final Inspection and Acceptance

#### 3.9.1 Maintenance Until Final Acceptance

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

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

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

#### 3.9.2 Inspection for Substantial Completion

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

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

repaired and/or replaced and the Work is acceptable to the CEI.

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

### 3.9.3 Final Inspection

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

### 3.9.4 Final Acceptance

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

### 3.9.5 Recovery Rights Subsequent to Final Payment

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

## 3.10 Audit and Examination of Contract Records and Bid Records

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

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute grounds for disqualification of the Contractor. This provision shall not be limited in any

manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

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

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

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

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

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

### 3.11 Escrow of Bid Records

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

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.
2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.
3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.
4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

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

signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

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

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

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

### 3.12 Prevailing Party Attorney's Fees

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

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

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

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

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

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

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

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

END OF SECTION 3

## SECTION 4 - CONTROL OF MATERIALS

### 4.1 Acceptance Criteria

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

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

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

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.



#### 4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

#### 4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

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

#### 4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the

Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

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

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

#### 4.4 Inspection and Tests at Source of Supply

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

delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

#### 4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

#### 4.6 Defective Materials

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

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the

Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

GS-57

## SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

### 5.1 Laws to be Observed

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

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

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

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

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

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

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

- 5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

- 5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

## 5.2 Permits and Licenses

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

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

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

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

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

## 5.3 Patented Devices, Materials and Processes

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

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

#### 5.4 Right-of-Way Furnished by CFX

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

#### 5.5 Sanitary Provisions

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

#### 5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

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



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

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

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

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

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

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

## 5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

## 5.8 Use of Explosives

The use of explosives will not be allowed.

## 5.9 Preservation of Property

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

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required

to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

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

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

### 5.9.3 Contractor's Use of Streets and Roads

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

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

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial

video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

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

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

## 5.9.5 Operations Within Railroad Right of Way

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

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

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

## 5.9.6 Utilities

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

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

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

- 1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.
- 2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.
- 3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.
- 4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

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

construction.

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

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

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

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments.

When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

## 5.10 Responsibility for Damages, Claims, etc.

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

herein to CFX or its officers, agents and employees shall be the total amount of the Agreement in aggregate or the insurance policy amount as required in article 5.11 herein, whichever is greater. The total amount of the Agreement in aggregate will be determined by the date the notice of claim was received by CFX.

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

The obligations of the Contractor under this subarticle shall not extend to the liability of the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specification, or (2) the giving of or the failure to give direction or instructions by the Engineer of Record, the Engineer of Record's consultants and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail.

The Contractor's obligation to indemnify within seven (7) days of receipt of such notice will not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines the Contractor is not liable or determines CFX is solely negligent. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

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

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



## 5.11 Insurance

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

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, 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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

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

| <b>Contract Amount</b> | <b>Workers' Comp/<br/>Employer's Liability</b> | <b>General Liability<br/>(per occurrence/ aggregate)</b> | <b>Automobile<br/>Liability</b> |
|------------------------|--|--|---------------------------------|
| 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.

| Total D-B Contract Price | Minimum Coverage Limits |
|--------------------------|-------------------------|
| Up to \$30 Million       | \$1 Million coverage    |
| \$30 to \$75 Million     | \$2 Million coverage    |
| More than \$75 Million   | \$5 Million coverage    |

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

| <b>Contract Amount</b> | <b>Minimum Limit</b>                                     | <b>Maximum Deductible</b>                             |
|------------------------|--|---|
| 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 is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

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

#### 5.14 Opening Section of Highway to Traffic

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

#### 5.15 Scales for Weighing Materials

5.15.1 **Applicable Regulations:** Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 **Base for Scales:** Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 **Protection and Maintenance:** All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

#### 5.16 Source of Forest Products

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

#### 5.17 Regulations of Air Pollution

5.17.1 **General:** All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 **Dust Control:** The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium



chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

#### 5.18 Dredging and Filling

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

#### 5.19 Erosion Control

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

#### 5.20 Contractor's Motor Vehicle Registration

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

#### 5.21 Internal Revenue Service Form W-9

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

## 5.22 Tolls and Access

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

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

## 5.23 Requests for References or Performance Evaluations

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

## 5.24 Unauthorized Aliens

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

immediately and unilaterally terminate the Contract for cause.

#### 5.25 Public Records

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

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

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

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

#### 5.26 Inspector General

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

#### 5.27 Convicted Vendor List

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

#### 5.28 Discriminatory Vendor List

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

#### 5.29 Severability

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

will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

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

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

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

END OF SECTION 5

## SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

### 6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. 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 Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

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.

GS-87

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

GS-90

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

GS-91

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, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
9. Impacts to the critical path caused by other contractors.

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

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

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

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

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

## 6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or



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

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

## 6.9 Default and Termination of Contract

- 6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
  - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
  - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
  - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
  - e. discontinues the prosecution of the Work or;
  - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
  - g. fails to pay timely its subcontractors, suppliers or laborers or;
  - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
  - i. becomes insolvent or is declared bankrupt or;
  - j. files for reorganization under the bankruptcy code or;
  - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
  - l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
  - m. makes an assignment for the benefit of creditors or;

GS-94

- 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. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

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

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

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

7.1.5 Truck Requirements:

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

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

## 7.2 Scope of Payments.

### 7.2.1 Items Included in Payment:

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

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

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

## 7.3 Compensation for Altered Quantities

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

Compensation for alterations in Plans or quantities of Work requiring Supplemental

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

### 7.3.2 Payment Based on Plan Quantity:

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

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

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

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



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

### 7.3.3 Lump Sum Quantities:

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

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

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

not use the construction tolerance, as defined in Article 120-12.1, as a pay tolerance. The construction tolerance is not to be construed as defining a revised authorized template.

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

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

(b) Materials and Supplies:

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

(c) Equipment:

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

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

The portion of the cost for machinery or Equipment shall be based on the

lesser of actual cost or “Rental Rate Blue Book for Construction Equipment” (RRBB) or “Rental Rate Blue Book for Older Construction Equipment” (RRBBOCE) as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at time of bid) using all instructions and adjustments contained therein and as modified below.

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

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBOCE ownership cost plus 100% of the RRBB and/or RRBBOCE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBOCE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBOCE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = 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:

| <u>% Contract Amount Completed</u> | <u>Amount Retained</u>  |
|------------------------------------|---|
| 0 to 75 .....                      | None  |
| 75 to 100 .....                    | 10% of value of Work completed exceeding 75% of Contract amount |

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

Direct deposit of payments to the Contractor is available. If the Contractor elects to

receive direct deposit of payments from CFX, CFX will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

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

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

- 1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.
- 2) The stockpiled material must be approved as meeting applicable specifications.
- 3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.
- 4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.
- 5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

- 6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

7.6.4.2 Partial Payment Amounts: The following partial payment restrictions apply:

- 1) Partial payments less than \$5,000 for any one month will not be processed.
- 2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- 3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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

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

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

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

- 3) The agreement between the Contractor and the supplier of the stockpiled materials shall include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

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

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 As-built 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

GS-112

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

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

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

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

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

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

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising

the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

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

## 8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
  - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
  - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
  - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the

Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

- (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- (f) “Women”.

(2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

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

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



3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors;  
and
9. any other records required by CFX's Project Manager or Executive Director.

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

### 8.3 Subletting of Contracts - Participation Objective

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

END OF SECTION 8

GS-119

## SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

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

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

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

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

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

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

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

END OF SECTION 9

## SECTION 10 - DISPUTES RESOLUTION

### 10.1 Disputes Resolution

#### 10.1.1 Disputes Review Board

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

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

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

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

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

#### 10.1.2 Continuance of Work During Dispute

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

### 10.1.3 Disputes Review Board Membership

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

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

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

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

The criteria and limitations for membership will be as follows:

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

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

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

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

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

#### 10.1.4 Board Operations

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

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

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

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

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

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



### 10.1.5 Procedure for Disputes Resolution

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

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

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

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

#### 10.1.6 Conduct of Disputes Hearings

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

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

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

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

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

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

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

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

#### 10.1.7 Compensation

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

#### 10.1.8 Three Party Agreement

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

END OF SECTION 10

**ATTACHMENT A**

**DISPUTES REVIEW BOARD  
THREE PARTY AGREEMENT**

**THIS THREE PARTY AGREEMENT (“Agreement”)** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, \_\_\_\_\_ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the \_\_\_\_\_, and

WHEREAS, the \_\_\_\_\_ contract (“Contract”) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

**I  
DESCRIPTION OF PURPOSE**

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

**II  
SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

ATT-2

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as

ATT-3

the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

### **III CONTRACTOR RESPONSIBILITY**

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

### **IV CFX RESPONSIBILITIES**

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

### **V TIME FOR BEGINNING AND COMPLETION**

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

### **VI PAYMENT**

ATT-4



The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars (\$1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

## **VII ASSIGNMENT OF TASKS OF WORK**

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

## **VIII TERMINATION OF AGREEMENT**

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

ATT-5

**IX  
LEGAL RELATIONS**

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

**X  
ARBITRATION, VENUE, APPLICABLE LAW**

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

**XI  
NO BONUS**

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

**XII  
NO CONFLICT**

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

ATT-6

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

ATT-7

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CFX:**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOARD:**

**DISPUTES REVIEW BOARD**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX**

### **PROCEDURE GUIDELINES**

#### **1. GENERAL MEETINGS**

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

#### **2. MONTHLY PROJECT DOCUMENT REVIEW**

In an effort to keep the Board closely and concurrently apprised of the progress of the Project, each member of the Board will be provided with copies of Project related documents. These documents may include minutes from progress meetings, schedule updates, CEI's weekly summaries, monthly progress summaries, selected correspondence, Supplemental Agreements to the Contract, Project photos, and any other information that may be requested by the Board or required to answer questions by the Board.

#### **3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD**

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

**TO:** All Planholders of Record  
**FROM:** Aneth Williams, Director of Procurement  
**DATE:** June 22, 2020  
**SUBJECT:** SR 429 PAVEMENT REPAIR/RESURFACING FROM CR 535 TO CR 437A; Contract No. 001700, Project 429-758 – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 2020, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

**CHANGE TO INSTRUCTION TO BIDDERS**

1. Section 6.0, Interpretations and Addenda, Subsection 6.1, in the last paragraph delete [constructionproject599-526c@cfxway.com](mailto:constructionproject599-526c@cfxway.com) and replace with [constructionproject429-758@cfxway.com](mailto:constructionproject429-758@cfxway.com).

END OF ADDENDUM NO. 2

**TO:** All Planholders of Record  
**FROM:** Aneth Williams, Director of Procurement  
**DATE:** July 09, 2020  
**SUBJECT:** SR 429 PAVEMENT REPAIR/RESURFACING FROM CR 535 TO CR 437A; Contract No. 001700, Project 429-758 – Addendum No. 3

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 2020, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 7 pages and the following attachments: Revised Electronic Bid Form (xlsx), and Fuel Adjustment Sheet.

### **CHANGES TO THE PROPOSAL**

1. **Discard** the original electronic copy of the Bid Form and **replace** it with the revised electronic copy of the Bid Form (Bid Form 429-758 Bid Form A3.xls) included with this Addendum. Bidders are reminded of the language in Article 9.10 of the Instruction to Bidders which states that if the Bidder discovers a conflict between any item numbers, quantities, units or descriptions in the summary of the pay items sheets shown in the Plans and the Proposal (Bid Form), or between any item numbers, quantities, units or descriptions in any other document and the Proposal, the item numbers, quantities, units and descriptions in the Proposal shall prevail.

### **CHANGES TO SPECIAL PROVISIONS**

2. As per SP-5, Fuel Adjustment, **Insert** the Fuel Adjustments worksheet attached to this Addendum.

### **CHANGES TO GENERAL SPECIFICATIONS**

3. Add Subsections 7.2.1 Fuels and 7.2.1.2 Bituminous Material to the General Specifications

“7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during

the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15<sup>th</sup> of each month, at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

When fuel prices have decreased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - .95 P_b)$  during a period of decreasing prices.

$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month (units produced/month x gallons/unit).

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

When fuel prices have increased between month of bid and month of this progress estimate:

$A_i = F_i (P_i - 1.05 P_b)$  during a period of increasing prices.



$A_i$  = Total dollar amount - positive or negative - of the cost adjustment for each kind of fuel used by the Contractor during the month "i."

$F_i$  = Total gallons calculated as being used during the month.

$P_i$  = Average price for fuel prevailing during month "i."

$P_b$  = Average price for fuel prevailing during the month "b" when bids were received on this Contract, as defined above

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

Adjustments will be paid or charged to the Contractor only. Contractors receiving an adjustment under this provision shall distribute the proper proportional part of such adjustment to subcontractors who perform applicable work.

7.2.1.2 Bituminous Material: On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, CFX will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect on the day on which bids were received. The Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing on the day on which bids were received (BAPI), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15<sup>th</sup> of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14<sup>th</sup> of the month, the bid index will be the index for the month of the bid.

CFX will determine the API for each month by checking the FDOT Contracts Office web site which averages quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

$$\text{\$ Adjustment} = (\text{ID})(\text{Gallons})$$

Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid, as defined above, and month of this progress estimate.

Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid, as defined above, and month of this progress estimate.

Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

For asphalt concrete items payable by the ton, and not containing Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 6.25% liquid asphalt weighing 8.58 lb/gal. For asphalt concrete items payable by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd<sup>2</sup> per inch.

For FC-5 with granite, the number of gallons will be determined assuming a mix design with 5.5% liquid asphalt weighing 8.58 lb/gal.”

#### **RESPONSES TO QUESTIONS RECEIVED**

4. The following questions were received from potential bidders of record. CFX’s response follows the questions.

**Q001: Mot typical for single lane ramps shows paving in two passes. The lane width is 15 ft with 8” overlap on each shoulder making the total width 16.5 ft. Plan sheets only show 15 ft. Please define desired width.**

R: The correct width for the single lane ramps, as shown on the typical section (sheet 005), is a 15’ lane with 8” overlap for a total friction course width of 16.5’. The dimension shown on the plan sheets defines the width for striping.

**Q002: Is it the intent to pave two passes of 7.5 ft plus 8” to overlap the shoulder with a break to match the slope of the shoulder on the single lane ramps?**

R: For the single lane ramp where traffic is being detoured; RA TPK, the width of the paving passes may be determined by the contractor. For ramp RB 438, the width of paving is dependent on the MOT scheme and may not be split into 7.5’ widths (plus 8” overlap). It is the intent for the 8” overlap to be paved at the shoulder cross slope for all locations.

**Q003: Can a .KMZ file be provided "For Informational Purposes?"**

R: Yes, a KMZ can be provided. As noted, it would be for informational purposes only and does not reflect a design document.

**Q004: Are friction course only repairs exempt from note 21 on sheet 016?**

R: No.

**Q005: The Phase I and Phase II Typical Section Details for Ramps "R B 438", "R F TPK", and "R A 438" only show a 1' foot buffer. This directly conflicts with the "Conditions" shown in Index 102-612 and 102-613 of the FY 2019-20 Standard Plans. Please confirm that the Authority is directing the Contractor to work within 2 feet of traffic as shown in the Temporary Traffic Control Plan in lieu of full ramp closures (safer operation for public and contractor).**

R: The conditions stated in the index do not require a 2' buffer. The 2' refers to an area outside the edge of the travel lane and is dimensioned on the detail. Per the specifications 102-1 an alternative TTCP may be proposed.

**Q006: SP-8 of the Special Provision is applicable to Orange County right of ways. Please provide specific roadways and limits as this information is not shown in the plans.**

R: Disagree. The SP states "For purposes of this Contract, this Special Provision shall apply to Orange County roadways and right-of-way as well."

**Q007: SP-8 of the Special Provision requires Litter Removal and Roadway Cleaning (with mowing). Is this special provision applicable from "BEGIN PROJECT STA 1070+00" to "END PROJECT STA 472+60?" Or is it only applicable adjacent milling and resurfacing areas shown in the plans? Please also confirm that Mowing will be paid under Pay Item 102-2 as this is typically provided as its own item.**

R: Mowing will not be required. Litter removal and roadway cleaning will be applicable adjacent milling and resurfacing areas shown in the plans.

**Q008: Is the Contractor required to stake the entire alignment from "BEGIN PROJECT STA 1070+00" to "END PROJECT STA 472+60?"**

R: Contractor will provide stationing in work areas

**Q009: Is SP-11 (Graffiti Removal) and Item 2 (Highway Lighting) of SP-8 of the Special Provisions applicable for this Contract? Historically they have been removed from milling and resurfacing projects.**

R: Remove SP-11. The contractor will not be responsible for highway lighting.

**Q010: Will Laser Acceptance (Section 330-9.4.6.2) for FC-5 friction course be applicable for this contract?**

R: Straightedge will be used for acceptance. CFX reserves the right to require laser acceptance, if needed.

**Q011: The Quantity for Item 0711-011-103 in the Excel bid form has not been rounded to three decimals. Please revise as to prevent rounding errors.**

R: The bid form has been rounded to three decimals for 0711-011-103.

**Q012: Please confirm that removal of the 8" of existing friction is incidental to adjacent milling.**

R: Yes, the removal of the existing 8" friction course overlap is included in the milling item for the adjacent lane as noted in the PAY ITEM NOTES on sheet SQ-1 of the plans.

**Q013: Some Structural repairs are less than 100 feet in length. Please confirm if this is correct, as this is less than the minimum 50 feet on both sides as outline in Section 330-9.5.1.1 of the FDOT Specifications and Special Provision 13.**

R: Specification 330-9.5.1.1 and SP-13 refer to the replacement of areas of newly placed pavement that are deemed unacceptable and require replacement.

**Q014: Some Structural repairs are less than 100 feet in length. Will the Contractor be required to place a 100 foot repair for possible deficiencies in same areas per SP-13?**

R: Specification 330-9.5.1.1 and SP-13 refer to the replacement of areas of newly placed pavement that are deemed unacceptable and require replacement.

**Q015: Typical Section for Cash Toll Plaza on sheet 007 shows limits of friction course (FC-12.5, not FC-5) extending 8" over the shoulders instead of milling and resurfacing the shoulders to complete the dense graded conversion. Please review typical section and confirm.**

R: The intent is to extend the 1.5" milling to the limits of the 8" friction course overlap and repaving to the limits of the milling. The typical section will be updated to reflect the change.

**Q016: Note 16 on plan sheet 016 requires an erosion control plan. Please advise if this is required since earthwork is not part of this Contract.**

R: Yes, an erosion control plan is required.

**Q017: Note 16 requires inlet protection for all inlets. The scope does not include earthwork or milling operations adjacent any inlet structure. Please confirm that Inlet Protection is not required.**

R: Inlet protection is required for any inlets within the limits of a milling area that are directly adjacent to the paved shoulder.

**Q018: Please advise if the Contractor is required to provide elevation (+/- 0.01') of the milled surface per section 327-3. According to plans, the Contractor is only to milled for depth and match the existing cross slope.**

R: Contractor is to mill for depth and match existing cross slope.

**Q019: Asphalt specifications refer to Bituminous Material Adjustments per Section 7.2.1.2. Section 7.2.1.2 is not part of the general specifications (Addendum 01). Please provide referenced specification.**

R: See Changes to the General Specifications.

**Q020: Can the Contractor leave a milled surface (0.75" depth only) prior to FC-5 placement?**

R: No milled surface may be opened to traffic.

END OF ADDENDUM NO. 3

**BID FORM**

**CFX PROJECT NO. 429-758 CONTRACT NO. 001700,ADDENDUM NO. 3  
SR 429 PAVEMENT REPAIR / RESURFACING FROM CR 535 TO CR 437A**

| ITEM NO.     | QUANTITY   | UNIT | DESCRIPTION   | UNIT PRICE       | TOTAL               |
|--------------|------------|------|---|------------------|---------------------|
| 0101-001-000 | 1.000      | LS   | MOBILIZATION  |                  | \$0.00              |
| 0102-001-000 | 1.000      | LS   | MAINTENANCE OF TRAFFIC  |                  | \$0.00              |
| 0102-001-BRC | 5.000      | ED   | MAINTENANCE OF TRAFFIC FOR EMERGENCY BASE REPAIR CONTINGENCY                  |                  | \$0.00              |
| 0102-99C-000 | 5.000      | ED   | PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY CONTINGENCY                       |                  | \$0.00              |
| 0104-020-000 | 1.000      | LS   | EROSION AND SEDIMENT CONTROL  |                  | \$0.00              |
| 0327-070-004 | 32,413.000 | SY   | MILLING EXIST ASPH PAVT, 3" AVG DEPTH   |                  | \$0.00              |
| 0327-070-006 | 1,371.000  | SY   | MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH                                     |                  | \$0.00              |
| 0327-070-019 | 50,625.000 | SY   | MILLING EXIST ASPH PAVT, 3/4" AVG DEPTH                                       |                  | \$0.00              |
| 0334-001-054 | 4,011.100  | TN   | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC D, PG 76-22                             |                  | \$0.00              |
| 0334-001-BRC | 100.000    | TN   | ROADWAY REPAIR, EMERGENCY BASE REPAIR CONTINGENCY                             |                  | \$0.00              |
| 0337-007-025 | 3,474.000  | TN   | ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22, BLACK GRANITE      |                  | \$0.00              |
| 0337-007-085 | 115.800    | TN   | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC D, FC-12.5, PG 76-22, BLACK GRANITE |                  | \$0.00              |
| 0706-003-000 | 2,180.000  | EA   | RETRO-REFLECTIVE PAVEMENT MARKERS (RPMs)                                      |                  | \$0.00              |
| 0711-011-103 | 0.280      | GM   | THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR INTERCHANGE MARKINGS           |                  | \$0.00              |
| 0711-011-160 | 11.000     | EA   | THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL                             |                  | \$0.00              |
| 0711-011-170 | 20.000     | EA   | THERMOPLASTIC, STANDARD, WHITE, ARROW   |                  | \$0.00              |
| 0711-016-101 | 6.121      | GM   | THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 6"                     |                  | \$0.00              |
| 0711-016-102 | 1.266      | GM   | THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 8"                     |                  | \$0.00              |
| 0711-016-201 | 4.340      | GM   | THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SOLID, 6"                    |                  | \$0.00              |
| 0713-101-133 | 1.102      | GM   | PAVEMENT MARKING - PREFORMED TAPE, WHITE, SKIP, 12"                           |                  | \$0.00              |
| 0713-101-536 | 7.361      | GM   | PAVEMENT MARKING - PREFORMED TAPE, CONTRAST, SKIP, 9"                         |                  | \$0.00              |
| 0999-001-000 | N/A        | N/A  | ALLOWANCE FOR DISPUTES REVIEW BOARD   | \$30,000.00      | \$30,000.00         |
| 0999-002-000 | N/A        | N/A  | WORK ORDER ALLOWANCE  | \$300,000.00     | \$300,000.00        |
|              |            |      |   | <b>TOTAL BID</b> | <b>\$330,000.00</b> |

Contract No. 001700  
Project 429-758  
Addendum No.3  
July 09, 2020

**Contract No.:** 001700  
**Project No.:** 429-758  
**Project Description:** SR 429 PAVEMENT REPAIR / RESURFACING FROM CR 535 TO CR 437A

**TOTAL GALLONS:** 470.50 24943.31

| PAY ITEM NO. | UNIT | DESCRIPTION   | QUANTITY | GASOLINE FACTOR | GASOLINE GALLONS | DIESEL FACTOR | DIESEL GALLONS |
|--------------|------|---|----------|-----------------|------------------|---------------|----------------|
| 0334-001-054 | TN   | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC D, PG 76-22                             | 4011     | 0.061900        | 248.29           | 3.281625      | 13162.93       |
| 0337-007-025 | TN   | ASPHALT CONCRETE FRICTION COURSE, INC BIT, FC-5, PG 76-22, BLACK GRANITE      | 3474     | 0.061900        | 215.04           | 3.281625      | 11400.37       |
| 0337-007-085 | TN   | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC D, FC-12.5, PG 76-22, BLACK GRANITE | 116      | 0.061900        | 7.17             | 3.281625      | 380.01         |

**TO:** All Planholders of Record  
**FROM:** Aneth Williams, Director of Procurement  
**DATE:** July 15, 2020  
**SUBJECT:** SR 429 PAVEMENT REPAIR/RESURFACING FROM CR 535 TO CR 437A; Contract No. 001700, Project 429-758 – Addendum No. 4

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 2020, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 1 page.

**CHANGES TO THE BIDDING REQUIREMENTS**

The bid opening date is changed from “July 16, 2020”, to “July 23, 2020”. The time and method for submitting the bids remain unchanged. The cutoff for questions also remains unchanged.

END OF ADDENDUM NO. 4




**CONSENT AGENDA ITEM  
#13**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar   
Chief Financial Officer

DATE: August 4, 2020

SUBJECT: Approval of Debt Policy (Revised) and Resolution

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Board approval is requested to adopt the attached revised Debt Policy and Resolution. Staff, along with PFM, CFX's Financial Advisor, provided clarification revisions to the Finance Committee on July 24, 2020.

The Finance Committee recommended that the Board approve this policy as presented.

**A RESOLUTION OF THE CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY AMENDING THE  
DEBT POLICY**

**WHEREAS**, the Central Florida Expressway Authority (“CFX”) previously adopted a “Debt Policy” on May 12, 2017 establishing the protocol for issuance and management of debt; and

**WHEREAS**, CFX Finance Committee has approved refinements to the Debt Policy to provide clarity; and

**WHEREAS**, CFX’s governing Board concurs in the revised Debt Policy.

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

Section 1. ADOPTION. The current “Debt Policy” shall be amended in accordance with the attached “Debt Policy” attached hereto as Exhibit “A.”

Section 2. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

**ADOPTED** this \_\_\_\_\_ day of August, 2020.

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Brenda Carey  
Chairman

ATTEST: \_\_\_\_\_

Mimi Lamaute  
Board Services Coordinator

Approved as to form and legality

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Diego “Woody” Rodriguez  
General Counsel

## CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Debt Policy****I. Purpose**

The purpose of this Central Florida Expressway Authority (CFX) Debt Policy is to establish guidelines and a framework for the issuance and management of CFX's debt. CFX is committed to consistent, best practices financial management, including maintaining the financial strength and flexibility of CFX and the full and timely repayment of all financial obligations. CFX will be open to recommendations or ideas for any proposed transaction as well as variations from the following guidelines provided that such variation shall be fully examined in conjunction with CFX's advisors and justified to the Board of CFX.

**II. Capital Budgeting and Debt Issuance Policy**

- A. CFX has retained the services of a traffic engineer and a general engineering consultant to obtain independent professional advice on the acquisition, construction, operation and management of the system, including assistance on the development of a Five-Year Work Plan and Twenty-Five Year Master Plan. The Five-Year Work Plan is typically reviewed and updated at least annually. The Twenty-Five Year Master Plan is typically updated every five years. CFX has developed and will maintain and update, as appropriate, a comprehensive Capital Planning Model as a tool in developing a financing plan for its Five-Year Work Plan, as well as other additional longer-term capital improvements. The Capital Planning Model incorporates the following elements, in addition to other factors:
1. System revenue projections from CFX's traffic consultant or alternative revenue projection scenarios
  - ~~2.~~ 2. Projected Operations, Maintenance and Administration Expenses
  - ~~3.~~ Existing debt service requirements
  - ~~3.~~ 4. Projected Five-Year Work Plan funding needs together with estimates to complete projects beyond the five year scope
  - ~~4.~~ 5. Projected timing of the adopted Five-Year Work Plan projects
  - ~~5.~~ 6. Estimated additional debt service requirements
  - ~~6.~~ 7. Estimated investment income
- B. Long-term debt will be used to finance essential capital projects and certain equipment where it is cost effective, prudent or otherwise determined to be in the best interest of CFX. Long-term debt, which includes capital lease financings, should not be used to fund CFX's operations. The useful life of the asset or project financed with long-term debt should exceed the payout schedule of any debt issued by CFX to finance such asset.
- C. Medium-term or "put" bonds will be used judiciously and only after careful analysis and discussion of the interest rate and rollover risks involved.
- D. Variable rate debt may be issued in various forms – e.g., bonds, commercial paper, bank lines. The amount of unhedged variable rate debt generally should not exceed

25% of all outstanding debt of CFX. As a goal, CFX desires its total hedged and unhedged variable rate debt not to exceed 25% of all outstanding long-term debt of CFX.

### III. Debt Service Coverage Targets and Limits

- A. For CFX to issue new bonds on a parity basis, per the Master Resolution, CFX will need to demonstrate that pledged revenues, as defined in the Master Resolution, shall be sufficient to cover the existing and new debt service by 1.20x.
- B. CFX shall maintain a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, staff shall make every effort to plan for a 1.60x senior lien debt service coverage ratio.

### IV. Method of Sale Evaluation

CFX will sell long-term debt on a competitive basis unless, based on the advice of the CFO and Financial Advisor, the transaction is better suited for a negotiated sale or direct placement.

- A. With the goal of obtaining the lowest cost of capital and completing a successful transaction, for each transaction recommended, the CFO, with advice from the Financial Advisor, will undertake an analysis to determine the recommended method of sale, including competitive, negotiated, or direct placement.
- B. The evaluation will take into consideration, among other factors the following considerations as outlined in the Government Finance Officers' Association (GFOA) best practice recommendations:
  - 1. Expected credit rating of bonds being issued
  - 2. Strength of revenue stream
  - 3. Structure of bonds and potential need for extensive explanation to the bond market
  - 4. Use of insurance or other credit enhancement
  - 5. Other factors that staff, in consultation with the financial advisor, believes favor the use of one method over the other-
- C. The evaluation will be shared with the Finance Committee and a recommendation as to the method of sale will be presented.
- D. Should CFX select the use of a negotiated sale, the following guidelines will be followed to increase the likelihood of a successful transaction and fully documents negotiated sale process:
  - 1. Underwriters will be selected through a formal RFP process under CFX's Procurement Policies.
  - 2. CFX's Financial Advisor will advise CFX on all aspects of the sale, including but not limited to structuring, disclosure preparation and bond pricing.
  - 3. Staff and the Financial Advisor will make a recommendation for lead underwriting firm and all participating co-senior and co-manager firms based on:

- a. results of most recent RFP selection,
  - b. firm's contribution to development of strategies for transaction,
  - c. demonstrated ability of firm to successfully underwrite similar transaction,  
and/or
  - d. previous work assigned to firm under current RFP selection.
4. ~~Staff and the financial advisor shall review the Agreement Among Underwriters and ensure that it governs all transactions during the underwriting period.~~
  5. The Financial Advisor shall prepare a post-sale summary and analysis that documents the following:
    - a. pricing of the bonds relative to other similar transactions priced at or near the time of CFX's bond sale,
    - b. final cash flows including the true interest cost of the sale and the date of the verbal award, and
    - c. summary of all orders, allotments and allocation of takedown to the underwriting syndicate to monitor compliance with distribution rulesThe analysis shall be shared with the Finance Committee.

- ~~5. Staff and the Financial Advisor shall review all orders and allocations to ensure compliance with the distribution rules and shall record the results at the conclusion of the sale.~~
- ~~6. The Financial Advisor shall prepare a post sale summary and analysis that documents the pricing of the bonds relative to other similar transactions priced at or near the time of CFX's bond sale, and record the true interest cost of the sale and the date of the verbal award. The analysis shall be shared with the Finance Committee.~~

- E. Should a direct placement be recommended, staff and the Financial Advisor shall undertake a competitive process for selecting the placement party to ensure ~~any~~ CFX's objectives are met at the lowest cost of capital. Such process may include a formal RFP or solicitation of pricing indications, as appropriate.

## V. Debt Structure

- A. In general, CFX will seek to structure long-term debt so that it provides for level annual payments of principal and interest over the life of each respective issue (or approximately aggregate level debt service for all outstanding debt issues), after a period of interest only payments and the use of capitalized interest, as appropriate, for the respective issue in order to effectively interface with other existing debt of CFX and within the context of the Five-Year Work Plan and other considerations within this Debt Management Policy. CFX may utilize various debt structures to accomplish its financing goals, including but not limited, to the use of premium bonds, discount bonds, capital appreciation bonds, convertible capital appreciation bonds, variable rate and multimodal bonds and capitalized interest, when appropriate in order to achieve the goals provided in this Debt Management Policy.

- B. CFX will consider interest rate swap transactions only as they relate to its debt management program and not as an investment instrument. No swap transaction should impair the outstanding uninsured bond rating of CFX. Additionally, no interest rate swap transactions will be considered if it causes CFX to exceed the targets in its Interest Rate Risk Management Policy. (For additional details, see CFX's Interest Rate Risk Management Policy.)

## **VI. Call Provisions**

- A. Call provisions for CFX bond issues shall be made as short as possible consistent with the lowest interest cost to CFX, taking into consideration the option value of such call provisions.
- B. When practical, all CFX bonds shall be callable only at par.

## **VII. Debt Refunding**

CFX staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding or refinancing outstanding debt. As a general rule, the present value savings of a particular refunding should equal or exceed 3% of the refunded maturities. For an advance refunding a higher minimum savings threshold should be required, depending on how soon the bonds may be called. However, in order to meet certain restructuring or risk management goals, CFX may elect to lower the present value savings threshold for any individual transaction.

## **VIII. Credit Enhancement and Liquidity**

Bond insurance, surety policies, letters of credit, liquidity facilities and other credit enhancements will be used when it provides economic savings or risk management opportunities for CFX. Letters of credit, liquidity facilities or other credit facilities may expose CFX to bank provider risk. In those instances, bank providers should possess minimum long term credit ratings of "A2/A/A" and minimum short term ratings of "P-1/A-1/F1" from Moody's Investors Services, Standard and Poor's Corporation and Fitch Ratings, respectively.

## **IX. Continuing Disclosure**

CFX is committed to providing continuing disclosure of financial and pertinent credit information relevant to CFX's outstanding securities, and has and will continue to comply with those provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure. CFX has engaged the services of [Digital Assurance Certification L.L.C. \("DAC"\)](#) to serve as [Disclosure Dissemination Agent](#). ~~Disclosure Counsel to provide guidance and advice to CFX concerning securities law and disclosure issues.~~

Additionally, CFX will maintain financial information on its website to provide timely information to the market and public. Such information will include, but not be limited to,

comprehensive annual financial reports, monthly cash flow reports, reports on revenue and expenses, transactional information, current official traffic and revenue forecasts and current year budgets. It will be noted that monthly financial information will not be audited and will not be reported on a full accrual basis, but is available to provide timely information to interested parties.

## **X. Credit Objectives**

- A. It is CFX's intent to maintain and improve the credit ratings on its outstanding and proposed bond issues. CFX will maintain long-term debt ratings from at least two of the three major bond rating agencies – Moody's Investors Service, Standard and Poor's Corporation, and Fitch Ratings. CFX may discontinue the use of ratings from any agency which currently rates the debt of CFX if, based on advice from CFX's Financial Advisor and underwriting team, the discontinuance of such rating will not adversely affect the rates that can be achieved in selling CFX's debt without such rating.
- B. CFX's CFO will maintain frequent communications with the credit rating agencies that currently assign ratings to CFX's various debt obligations, bank credit providers/lenders, and bond insurers that currently enhance any of CFX's various debt obligations. This effort shall include providing periodic updates on CFX's general financial condition along with coordinating meetings and presentations, as necessary, in conjunction with a new debt issuance.
- C. CFX's CFO will develop, in conjunction with the Financial Advisor and Disclosure Counsel, an investor relations program that will be designed to keep present and future investors in CFX's debt fully informed on current developments related to CFX and its long-term debt.

## **XI. On-going Reporting Requirements**

At least twice each year, the Board shall receive a report on the status its debt. The report shall at a minimum include:

- Amount and percentage of total debt by categories:
  - natural fixed
  - synthetic fixed
  - natural variable
  - synthetic variable
- Current mark-to-market value of all interest rate exchange agreements
- Historical rate performance for all variable rate bonds
- Any changes in ratings for credit enhancers and swap counterparty

CFX's CFO, with the assistance of the financial advisor, shall be responsible for analyzing any unsolicited proposals received relative to debt issues, responding to the proposal as appropriate, and recommending to the Finance Committee any action to be taken in a timely manner.



**XII. Policy Review**

This policy shall be reviewed at least every two years.

APPROVED AND ADOPTED BY THE BOARD ON \_\_\_\_\_.

**CONSENT AGENDA ITEM  
#14**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar  
Chief Financial Officer



DATE: August 4, 2020

SUBJECT: Approval of Interest Rate Risk Management Policy (Revised) and Resolution

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Board approval is requested to adopt the attached revised Interest Rate Risk Management Policy and Resolution. Staff, along with PFM Swap Advisors LLC, CFX's Swap Advisor, provided clarification revisions to the Finance Committee on July 24, 2020.

The Finance Committee recommended that the Board approve this policy as presented.

**A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING THE INTEREST RATE RISK MANAGEMENT POLICY**

**WHEREAS**, the Central Florida Expressway Authority (“CFX”) previously adopted an “Interest Rate Risk Management Policy” on May 12, 2017 establishing the protocol for management of interest rate risk; and

**WHEREAS**, CFX Finance Committee has approved refinements to the Interest Rate Risk Management Policy regarding CFX’s disclosure and financial reporting guidelines; and

**WHEREAS**, CFX’s governing Board concurs in the revised Interest Rate Risk Management Policy.

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

Section 1. ADOPTION. The current “Interest Rate Risk Management Policy” shall be amended in accordance with the attached “Interest Rate Risk Management Policy” attached hereto as Exhibit “A.”

Section 2. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

**ADOPTED** this \_\_\_\_\_ day of August, 2020.

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Brenda Carey  
Chairman

ATTEST: \_\_\_\_\_  
Mimi Lamaute  
Board Services Coordinator

Approved as to form and legality

---

Diego “Woody” Rodriguez  
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY****Interest Rate Risk Management Policy**

The Central Florida Expressway Authority (CFX) currently has a number of interest rate exchange agreements (Swaps) with a number of counterparties. As used herein, "Swap" shall mean a "swap," as defined in the Section 1a(47) of the Commodity Exchange Act and the U.S. Commodity Futures Trading Commission ("CFTC") Regulations. This policy will govern how the Swaps, together with the associated variable rate demand bonds, will be managed to provide the optimal balance of costs and risk. This policy should be read and interpreted in the context of CFX's Debt Policy.

**I. Goals and Objectives**

The overall objective in managing CFX's debt portfolio and interest rate risk is to balance the cost of capital with the management of risk. CFX's risk tolerance is low and therefore, opportunities to cost-effectively reduce existing or potential risks should be constantly evaluated for feasibility.

CFX has set a limit of synthetic fixed rate debt at 25% of the total outstanding debt. This goal should be considered as CFX manages its Swap portfolio and its overall debt program. New Swaps will only be considered where the overall exposure to like transactions is not increased beyond the stated limit. New, novated or amended Swaps may also be considered where a reduction in actual or potential risks may be accomplished.

It is also CFX's goal to limit exposure to individual swap dealers/counterparties to no more than 30% of the total notional amount of CFX's active Swap portfolio. Although this requirement shall not require CFX to terminate, novate or amend existing Swaps absent of other risk considerations, it does prohibit new Swaps to be considered if the new Swap would cause CFX's exposure to any individual swap dealer/counterparty to increase beyond 30% of the then existing total notional value of CFX's active Swap portfolio.

**II. Monitoring and Reporting of Existing Transactions**

As part of the semi-annual debt report provided to the Board (in accordance with CFX's Debt Policy), the CFO will report the current credit ratings of each swap dealer/counterparty with which it has an existing Swap and the mark-to-market value of each Swap. In addition to reporting the weekly rates on the variable rate bonds in the semi-annual debt report, the CFO will provide the Finance Committee with a quarterly remarketing report and review the results at the next scheduled meeting. As necessary, the CFO, in consultation with CFX's financial advisors, will make recommendations to address any rate dislocation including, but not limited to, changing remarketing agents or credit providers, depending on the underlying cause of the dislocation.

### **III. Exit Strategies**

The CFO and CFX's financial advisors and designated "qualified independent representative" ("QIR") ~~QIR~~ (as defined herein) should constantly monitor market rates, termination values, counterparty credit ratings, and other relevant factors to determine if voluntary termination is warranted. Generally, a voluntary early termination will be warranted if it is economically advantageous and/or if a reduction in CFX's current or anticipated risk can be accomplished at no cost. CFX shall seek to maintain sufficient liquidity, including without limitation through balances in CFX's Swap/Debt Management Contingency, short term financing capacity, and/or other borrowing capacity, to make any Swap termination payments that may become due, to the extent not paid or payable from other sources.

### **IV. Evaluation of Proposed Transactions**

While CFX's current goals would exclude contemplation of new derivative products, the replacement of existing Swap transactions with new ones may be the most cost-beneficial method of managing risks. For that reason, this section outlines the process for evaluating and executing new transactions.

#### **A. Review and Analysis**

The proposed use of structured products must comply with all goals and provisions of CFX's existing policies. Each Swap transaction will be evaluated as an alternative to traditional, intermediate, or long-term financing options. Consideration should be given to their comparable cost, ease of entry and exit provisions, and degree of potential risk exposure, quantified to the greatest extent possible. Any proposed Swap transaction must fit into CFX's goals to limit the percentage of variable rate debt and exposure to individual counterparties.

CFX's designated QIR will provide independent analysis of any proposed Swap transaction, including an analysis of the relevant benefits and risks of such transaction. CFX's cost of the transaction and any ongoing costs, such as remarketing, credit enhancement and/or liquidity, swap advisors, financial advisors, attorney fees and other necessary costs will be included in the cost/benefit evaluations. A review of provisions required by bond and/or swap insurance providers and the cost/benefit of such insurance will also be included in an evaluation of the Swap transaction.

#### **B. Legal Analysis**

The documentation of the swap shall be in the form of an enforceable written contract. Whenever possible, those contracts shall be transacted using Florida law or, as an alternative New York law with Florida law as to CFX's authority and Orange County Florida as to jurisdiction or venue. Review of compliance with existing law and regulation (including but not limited to the Internal Revenue Code and CFTC Regulations) bond indentures and bond covenants should be completed before implementation of a Swap transaction.

### **V. Transaction Management and Execution**

Swap transactions will:

- Comply with all applicable outstanding bond resolutions, insurance covenants, and Florida law.
- Contain terms and conditions as set forth in the International Swap and Derivatives Association, Inc. ("ISDA") Master Agreement, Schedules to the Master, Credit Support Annex and confirmation.
- Be a market transaction for which competing good faith market quotations may be obtained and with the advice and recommendation of CFX's designated QIR, and other financial professionals.
- Include a provision for the right to early termination at market under the guidelines of the ISDA Agreement. The transaction should allow for CFX to exercise the right to optionally terminate the agreement, at the then prevailing market value of the Swap.
- Produce material economic or risk management benefit believed to not otherwise be attainable under the currently existing market conditions, or existing conventional debt structures, and improve the flexibility of debt management strategies.
- Not introduce leverage solely for the means of producing economic benefit. Transactions will not be speculative in nature.
- Not unduly impair CFX's utilization of call features on outstanding bonds.
- Employ structures that will attempt to minimize existing risks and do not substantially add new risks, including but not limited to, any additional floating rate basis risk, tax-law risk or credit risk to CFX.
- Not cause the total amount of Swap transactions to exceed the debt management limitations for fixed or floating debt.

## **VI. The Swap Dealer/Counterparty**

The following criteria will be used when considering swap dealer/counterparties for a Swap transaction:

- I. The swap dealer/counterparty must fully disclose all costs. All fees and expenses paid by the swap dealer/counterparty and to designated third parties, will be fully disclosed in writing to CFX.
- II. CFX will consider acquiring downgrade protection when possible including collateral or credit support.
- III. The assignment of a Swap agreement will not be permitted without the consent of CFX.
- IV. CFX will attempt to utilize domestically domiciled swap dealer/counterparties and/or utilize ISDA documentation which employs local currency-single jurisdiction status.
- V. The swap dealer/counterparty shall disclose relationships with other third parties which may affect the transaction, such as broker dealers, insurance companies and other swap providers.
- VI. The swap dealer/counterparty shall provide its financial statements showing the economic capability of the entity, the amount of its swaps outstanding and credit ratings, all of which shall be acceptable to CFX. At the time of entering into the Swap transaction, swap dealer/counterparties (or their guarantor) shall (i) be rated at least AA-/ Aa3/ AA- by at least one of the three nationally recognized credit rating agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies. Collateral should be required upon a downgrade from these levels.

## **VII. Authority's Representations with Respect to Swaps and QIR**

Solely for purposes of the rules adopted by the CFTC governing business conduct standards for swap dealers and other parties as they apply to communications regarding Swaps, the Executive Director or CFO may make substantially the following representations in writing on behalf of CFX when requested by the swap dealer/counterparty.

- 1) CFX will not rely on any "recommendation" (as such term is used in CFTC Regulations §23.434 and §23.440) provided by a swap dealer/ counterparty with respect to a Swap;
- 2) CFX will rely on advice from a "qualified independent representative" designated by CFX and that it has complied in good faith with written policies and procedures reasonably designed to ensure that it has designated a "qualified independent representative" that satisfies the applicable requirements of CFTC Regulation §23.450(b);
- 3) CFX will exercise independent judgment in evaluating any "recommendations" made by the swap dealer/counterparty with regard to a Swap; and
- 4) CFX understands that the swap dealer/counterparty is not expressing any opinion as to whether CFX should enter into or terminate a Swap.

## **VIII. Use of Qualified Independent Representative**

In compliance with the CFTC Regulations promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended (the "Dodd-Frank Act"), CFX will designate a ~~"qualified independent representative"~~ ("QIR") QIR for all Swap related transactions, including terminations. The QIR must be capable of independently evaluating the risks of the Swap, independently evaluating the fair pricing of the Swap (including termination payments), and of making timely and effective disclosures to CFX (including with regard to material conflicts of interest that could reasonably affect the judgment or decision making or the QIR with respect to its obligations to CFX). The QIR must represent to CFX that:

- A. The QIR has sufficient knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for CFX (taking into consideration the written policies of CFX);
- B. The QIR is not subject to a statutory or regulatory disqualification or any final disciplinary action that would prevent it from effectively serving as a representative to CFX in such capacity.
- C. The QIR, by accepting such designation by CFX, is undertaking a duty to act in the



best interests of CFX;

- D. The QIR has written policies and procedures reasonably designed to ensure that it satisfies the applicable requirements of CFTC Regulation §23.450(b)(1);
- E. The QIR will exercise independent judgment in evaluating any “recommendations” (as such term is used in CFTC Regulations §23.434 and §23.440) presented to it by the swap dealer/counterparty with regard to a Swap;
- F. The QIR is not and, within one year of representing CFX in connection with the Swap has not been, an “associated person,” as such term is defined in Section 1a(4) of the Commodity Exchange Act, of the swap dealer/counterparty;
- G. There is no “principal relationship” (as that term is defined in CFTC Regulations §23.450(a)(1)) between the QIR and the swap dealer/counterparty;
- H. The QIR (a) will provide timely and effective disclosures to CFX of all material conflicts of interest that could reasonably affect the judgment or decision making of the QIR with respect to its obligations to CFX and (b) will comply with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;
- I. The QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with the swap dealer/counterparty;
- J. To the best of the QIR’s knowledge, the swap dealer/counterparty did not refer, recommend, or introduce the QIR to CFX within one year of QIR’s representation of CFX in connection with the Swap;
- K. The QIR is legally obligated to comply with the applicable requirements of CFTC Regulation §23.450(b)(1) by agreement, condition of employment, law, rule, regulation, or other enforceable duty; and
- L. The QIR has registered with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

The QIR must also agree to promptly notify CFX in writing if any representations made by the QIR referenced above became incorrect or misleading in any material respect. For any representation that would be incorrect or misleading in any material respect if repeated on any date following the date on which the representation was last repeated, the QIR shall timely amend such representation by giving written notice of such amendment to CFX. The designated QIR must annually reaffirm in writing to CFX by delivery to the CFO on each July 1<sup>st</sup> the representations outlined in A through L above.

The QIR will be retained by CFX through CFX's implemented procurement procedures (i.e. RFP, RFQ, etc.) using selection criteria that ensure the designated QIR possesses the capabilities necessary to independently evaluate the risks of the Swap, to independently evaluate the fair pricing of the Swap (including termination payments), and to make timely and appropriate disclosures to CFX. The procurement of the QIR may be done in conjunction with CFX's procurement of its financial advisor. If CFX's financial advisor, or its registered commodity trading advisor or investment advisor affiliate, possesses the requisite capabilities and, by written contract, makes the representations set forth above, then CFX may designate its financial advisor, or its registered investment advisor affiliate, as the QIR.

To ensure compliance with the provisions above, CFX will designate the QIR in writing. The QIR must provide evidence of its registration with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor prior to being designated as CFX's QIR. The designation can be done in the context of the financial advisor contract or amendment thereto with the financial advisor or its registered commodity trading advisor or investment advisor affiliate, or in a separate contract with a different firm. Prior to executing a Swap transaction, termination or novation, CFX will obtain from the designated QIR the written representations outlined in A through L above. If the designated QIR is unable to provide such representations in a timely manner, CFX may utilize an expedited quote process to select a new designated QIR to facilitate a time and market sensitive transaction. The CFO will monitor the performance of the designated QIR and that the designated QIR demonstrates on each transaction that (1) it has the knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for CFX, (2) it is independent of the swap dealer/counterparty, (3) it is acting in the best interest of CFX and (4) it makes timely and appropriate disclosures to CFX, when applicable.

## **IX. Transaction Pricing**

When procuring financial derivative products, every effort shall be made to ensure competitive pricing. The complexity of circumstances surrounding transactions and meeting goals to limit exposure to individual counterparties may be valid reasons to negotiate a particular derivative product transaction. The CFO, upon the advice of the ~~financial advisor~~QIR, will make a recommendation to the Finance Committee as to the method of pricing and counterparty selection. The ~~financial advisor~~QIR will evaluate prices and rates to ensure transactions are at or below market. Similarly, CFX will make every effort to competitively price swap unwind transactions. The CFO, upon the advice of the ~~financial advisor~~QIR will make a recommendation as to the method of selecting counterparties for unwinding swaps when not selecting all swaps in a series. Offers from counterparties to unwind transactions below market is an example of a reason to negotiate with specific counterparties.

## **X. Disclosure and Financial Reporting**

CFX will ensure that it complies with all regulations and guidelines for the disclosure and financial reporting of interest rate swaps as set forth by the Municipal Securities Rulemaking Board (MSRB) and the Governmental Accounting Standards Board (GASB).

**XI. Policy Review**

This policy shall be reviewed at least every two years.

APPROVED AND ADOPTED BY THE BOARD ON \_\_\_\_\_.

**CONSENT AGENDA ITEM  
#15**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Son Nguyen  
Risk Manager *Son Nguyen*

DATE: August 4, 2020

SUBJECT: Approval of Insurance Policies with Florida Municipal Insurance Trust (FMIT) and ACE American Insurance Company/Chubb (ACE/Chubb)  
Contract No. 00392

---

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for advice and the solicitation and evaluation of proposals for insurance coverage. CFX's current insurance policy is with FMIT and is administered by the Florida League of Cities. The policy which includes Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability and Property & Crime expires on September 30, 2020.

Gallagher marketed CFX's insurance package to FMIT, Public Risk Management of Florida, The Travelers Companies, Inc. and Trident Insurance Services. Three of the four carriers declined to provide a quote as it did not fit within their various underwriting requirements and guidelines. The quote from FMIT for coverage from October 1, 2020 to September 30, 2021 has a policy premium of \$199,435.


Gallagher also obtained quotes for cyber liability from ACE/Chubb, American International Group, Inc., Beazley Group Limited and The Traveler's Companies, Inc. Gallagher recommends the coverage offered by ACE/Chubb at a premium of \$27,305.

The total premium of both FMIT and ACE/Chubb is \$226,740.

Board approval to accept Gallagher's recommendations for insurance policies with FMIT and ACE/Chubb for coverage period October 1, 2020 to September 30, 2021 at a total premium not to exceed \$232,000 (which will allow for possible slight increases or additions for property) is requested.

This contract is included in the OM&A Budget.

Reviewed by:

  
Lisa Lumbard  
Chief Financial Officer



# Proposal of Insurance

## Central Florida Expressway Authority

4974 Orl Tower Road  
Orlando, FL 32807

**Presented:** July 28, 2020  
**Effective:** October 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



[ajg.com](http://ajg.com)

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# Gallagher

Insurance | Risk Management | Consulting



## Executive Summary

**Arthur J. Gallagher Risk Management Services, Inc.** appreciates the opportunity to present this proposal for your consideration. CFX's October 1<sup>st</sup> renewals include your liability and workers compensation package program with FMIT (Florida League of Cities) along with your standalone cyber insurance program. We've included this brief executive summary to outline the renewal results for these lines of coverage for the 10/1/2020 renewal term.

### 2020 Insurance Market Factors

Leading up to Q2 2020, what had been driving the marketplace was fairly simple — for years, the industry's rates hadn't kept up with the loss cost trends. Put another way, rates stayed stable, but costs went up. In a normal operating environment (where interest rates are above 0%), insurance carriers can still make money on investment income. When you combine interest rates holding at 0% for an extended period of time with severe weather and concerning liability trends, you get the majority of organizations experiencing sizable increases.

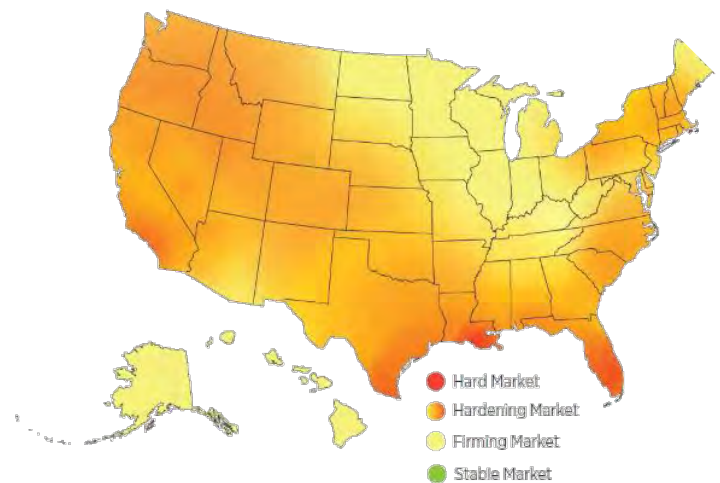
While much of the recent focus has been on the industry's response to COVID-19, the challenging market conditions from earlier this year haven't slowed down. Carriers remain intensely focused on underwriting discipline, ensuring they secure the right terms and pricing on certain lines of coverage that have historically not performed from an underwriting standpoint. As a result, we continue to see extreme differences in how the market is responding between classes and sizes of organizations.

Taking this into account, we will focus on these key general trends:

1. **Property:** Overall costs accelerated faster than anticipated in 2020
2. **Workers' compensation:** Pricing remains competitive but is increasing for the first time in years
3. **Casualty:** Continued negative impact by large verdicts
4. **Cyber:** Public sector is experiencing rate increases, sometimes significant +20% due to increased ransomware & claims activity paid by the market
5. **Hardening market:** Exists across nearly all lines of coverage

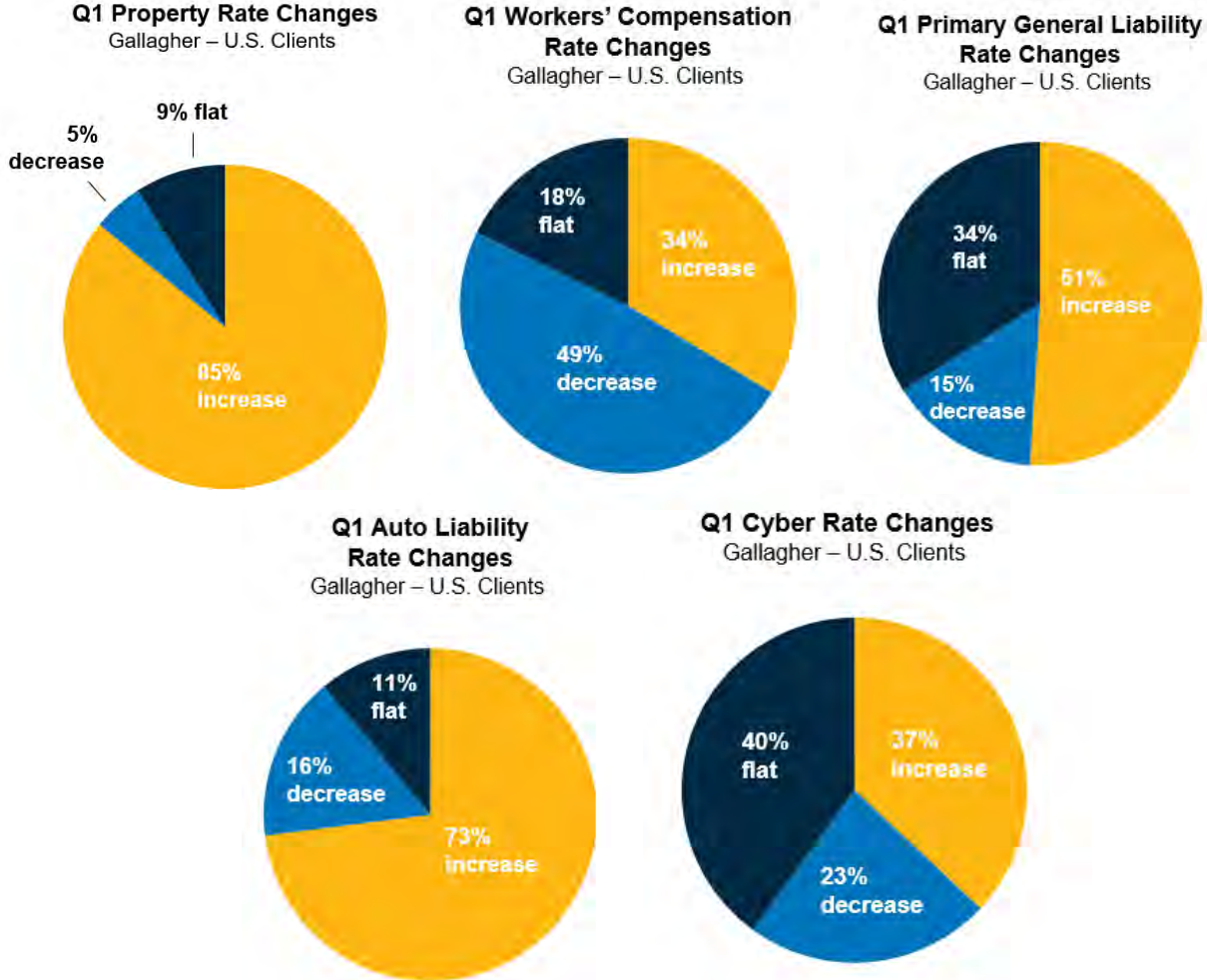
| LINE OF COVERAGE               | CURRENT MARKETPLACE<br><i>(Range of rate increases)</i> |
|--------------------------------|---|
| CAT Property*                  | Greater than +10%                                       |
| General Property               | Greater than +5%  |
| General Liability              | +5% to +10%   |
| Umbrella                       | Greater than +10%                                       |
| Management Liability (Private) | Flat to +10%  |
| Management Liability (Public)  | Greater than +20%                                       |
| Auto                           | +5% to +15%   |
| Workers' Compensation          | -5% to +5%  |

\*CAT property is defined as a location portfolio with exposure to catastrophic loss (i.e., California EQ, flood, Florida/Texas/Gulf Coast—wind/hail, the Carolinas, etc.).



**National Trends by Line of Coverage**

Highlighted below are the percentage of clients experiencing either rate increases, decreases or flat renewals from their insurance carriers. As you can see, nearly every line of coverage is experiencing challenges, with the most pronounced being property and auto. Adding to this, the experience in the public sector has been worse for coverages such as cyber where the insurance industry feels the risk is higher than with corporate clients.



**CFX Exposure & Claims Overview**

In addition to a challenging market environment in 2020, the other factors driving this year's liability, workers compensation and cyber renewal negotiations were adverse claims experience and the current property & liability market conditions. These areas created some headwinds going into this year's renewal negotiations.

Despite these challenges, we were able to secure stable, cost-effective renewals from FMIT (package) and Chubb (cyber). We provide a summary of other insurance carriers approached and responses in the "Market Review" section of the enclosed proposal.



We've provided a brief snapshot below of the Authority's exposure changes below:

| Exposure                  | 2019          | 2020          | % CHANGE |
|---------------------------|---------------|---------------|----------|
| Property (insured values) | \$34,131,820  | \$34,846,905  | +2.10%   |
| Workers Comp (payroll)    | \$7,739,455   | \$7,947,669   | +2.69%   |
| Revenues                  | \$485,526,445 | \$476,197,000 | -1.92%   |
| Employee Count            | 75            | 82            | +9.33%   |
| Vehicle Count             | 17            | 18            | +5.88%   |

Unfortunately, CFX has experienced a few large losses which have negatively impacted its loss ratio which had an influence on this year's renewal. Since CFX has a relatively low premium base (roughly \$180k expiring) one or two large claims can have a significant impact on your loss record.

Provided below is a summary of the large losses impacting your liability program:

| Coverage Line        | Date of Loss | Total Incurred |
|----------------------|--------------|----------------|
| General Liability    | 04/25/2019   | \$220,000.00   |
| Auto Physical Damage | 11/26/2018   | \$52,911.57    |
| General Liability    | 09/29/2018   | \$215,000.00   |
| E&O Liability        | 04/01/2017   | \$55,690.70    |
| E&O Liability        | 07/01/2012   | \$344,534.04   |

**2020 Liability & Workers Compensation Renewal Results**

We presented the CFX package program to three carriers this year in an effort to provide the most comprehensive and cost effective insurance program. Public Risk Management of Florida (PRM – Pool), Travelers and Trident were approached and were not able to offer a competitive proposal as compared to FMIT.

FMIT's 2020 renewal proposal did reflect a rate increase due to the prior losses, exposure increases, and current challenging insurance market conditions. FMIT's package premium for 2020 is \$199,435 which represents a \$22,740 (12.83%) increase from 2019's renewal. This is a good outcome given the loss history and insurance industry challenges this year. The primary lines of coverage that experienced increases were property, general liability, public officials liability and auto which we are seeing in the broader market. Workers compensation rates remained stable (1.66% increase) from the prior year.

Typically FMIT also provides a member credit back to CFX which has been most of the past several years, however, in 2020 the membership credit has not been approved.

FMIT continues to be the best option for CFX as it is for other expressway authorities. Through the years, we've reached out to over 15 markets, including both insurance carriers and governmental pools, and FMIT continues to be the most competitive option for CFX given your size and low current policy deductibles. In prior years, we evaluated moving the Authority's property coverage for your non-toll assets to the larger bridge/overpass policy with Zurich; however, the Authority found the low deductibles of the FMIT program more advantageous.

Additionally, we have provided deductible options to consider with FMIT in the past should the Authority desire to retain more risk. However, when we have run analysis of claims costs versus the premium saved to raise deductibles, it hasn't been beneficial for CFX to do so based upon historic claims costs.

**Cyber & Privacy Liability**

CFX currently maintains a standalone cyber insurance program – we recommended carving out this exposure from the FMIT program in order to provide for higher coverage limits, improved coverage terms and direct access to the response services available via your insurers.

In 2018, we marketed the cyber insurance program and were able to secure an extremely favorable proposal from Chubb which reduced costs by 38% as compared to the Travelers incumbent renewal. This program maintained the Authority’s current program limit of \$5,000,000 which applies to a broad range of cyber coverage including ransomware attacks, breach response services, and third party liability resulting from a cyber incident.

In 2020, we approached your incumbent Chubb in addition to AIG, Beazley and Travelers for alternative proposals. While each carrier was interested in CFX, their pricing was dramatically higher than the renewal offer from Chubb. Chubb’s renewal proposal is \$27,305, an increase of \$1,813 (7.11%) from expiring. This reflects a reasonable renewal, especially given that many of our Florida public sector clients are experiencing double digit increases in 2020. There are two coverage restrictions from expiring, however, as part of Chubb’s renewal: an increase in retention to \$50,000 (from \$25k) and the data breach sidecar is not available for public entities in 2020 (this is more fully described in the Cyber section of this proposal).

In comparison, Beazley was the next most competitive carrier at \$45,000, and AIG even higher at \$100,000. Despite Chubb’s changes to these two coverage terms, they remain the most competitive option for CFX.

We appreciate the opportunity to work with the Authority. In the following pages, we have provided further details on the insurance coverages. Thank you again for allowing us to be your risk management partner.

**Chris Connelly, ARM-P, ARe**  
Area Senior Vice President

**Isabel Herbach, ARM, AAI**  
Client Service Executive

July 28, 2020

**CONSENT AGENDA ITEM**

**#16**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 21, 2020

SUBJECT: Approval of Second Contract Renewal with Nelson Mullins Riley & Scarborough, LLP for Bond Counsel Services  
Contract No. 001476

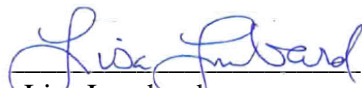
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Board approval is requested for the second renewal of the referenced contract with Nelson Mullins Riley & Scarborough, LLP in the amount of \$0.00 for one year beginning on November 1, 2020 and ending October 31, 2021. The original contract was for three years with two one-year renewals.

The service to be performed under this renewal is to provide bond counsel services.

|                   |               |
|-------------------|---------------|
| Original Contract | \$ 375,000.00 |
| First Renewal     | \$ 275,000.00 |
| Second Renewal    | \$ 0.00       |
| Total             | \$ 650,000.00 |

Reviewed by:

  
Lisa Lumbard

Chief Financial Officer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001476**

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Nelson Mullins Riley & Scarborough, LLP, a South Carolina limited partnership, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated October 13, 2016, whereby CFX retained the Consultant to provide bond counsel services; and

**WHEREAS**, pursuant to Article 2.10 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on November 1, 2020 and end on October 31, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**NELSON MULLINS RILEY & SCARBOROUGH**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001476**

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Nelson Mullins Riley & Scarborough, LLP, a South Carolina limited partnership, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated October 13, 2016, whereby CFX retained the Consultant to provide bond counsel services; and

**WHEREAS**, pursuant to Article 2.10 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on November 1, 2020 and end on October 31, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**NELSON MULLINS RILEY & SCARBOROUGH**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL AGREEMENT NO. 1  
CONTRACT NO. 0014~~96~~<sup>96</sup> 7 5.R.

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8<sup>th</sup> day of August 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Nelson Mullins Riley & Scarborough, LLP, hereinafter called the "Consultant".

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated October 13, 2016, whereby CFX retained the Consultant to provide bond counsel services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Consultant agree to a first renewal of said Original Agreement beginning the 1<sup>st</sup> day of November 2019 and ending the 31<sup>st</sup> day of October 2020 at the cost of \$275,000.00, which amount restates the amount of the Original Agreement.

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

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

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

NELSON MULLINS RILEY & SCARBOROUGH LLP

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]  
Authorized Signature

BY: [Signature]  
Director of Procurement

Title: Partner  
ATTEST: [Signature]  
Secretary of Notary



If Individual, furnish two witnesses:  
Witness (1) [Signature]  
Witness (2) [Signature]

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

**CONSENT TO ASSIGNMENT AND ASSUMPTION**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION (this "Consent"), is entered into on this 21<sup>st</sup> day of November, 2018 and shall be effective as of August 1<sup>st</sup>, 2018, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public and governmental body, existing under and governed by virtue of the laws of the State of Florida (the "CFX"), **BROAD AND CASSEL LLP** ("Assignor") a Florida limited partnership and **NELSON MULLINS RILEY AND SCARBOROUGH LLP** ("Assignee") a South Carolina limited partnership.

**W I T N E S S E T H**

**WHEREAS**, on October 13, 2016, CFX a body politic and agency of the State of Florida, and Assignor entered into an Agreement, and amendments thereto, whereby Assignor would provide Bond Counsel services for CFX; and

**WHEREAS**, on August 1, 2018, Assignor combined with Assignee; and

**WHEREAS**, Assignee will continue to perform all of its duties, responsibilities and obligations under the Agreement; and

**WHEREAS**, CFX hereby consents to continuing the Agreement with Assignee; and

**WHEREAS**, where the term Broad and Cassel shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to Nelson Mullins Riley & Scarborough; and

**WHEREAS**, Assignee has indicated that the combined firms will operate in Florida as Nelson Mullins Broad and Cassel for an indefinite period of time, before operating under the name Nelson Mullins.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS** except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

**NOW THEREFORE**, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

**CONSENT TO ASSIGNMENT AND ASSUMPTION**

Upon signing below, CFX consents to the assignment of the Agreement from Assignor to Assignee and to the assumption of the obligations and responsibilities under the Agreement by the Assignee.

This consent is conditioned upon the obligations set forth herein and Assignee hereby reaffirms the terms of the Agreement and obligates itself to CFX upon the terms and conditions set forth therein and herein.

**By signing below, Assignee agrees to comply with the following terms and conditions:**

- 1. Assignee assumes all obligations and responsibilities of Assignor under the Agreement.**
- 2. Assignee shall provide CFX evidence of errors and omission insurance as required by CFX.**

**[SPACE LEFT INTENTIONALLY BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

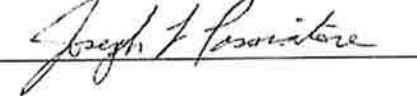
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**IN WITNESS WHEREOF**, the parties have executed this Consent to Assignment on the date first above written.

**“CFX”  
CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: 

APPROVED AS TO FORM AND LEGALITY  
on the 21<sup>st</sup> day of November, 2018, for the  
use and reliance of the Central Florida  
Expressway Authority, only.

By: 

**“ASSIGNEE”  
NELSON MULLINS RILEY  
SCARBOROUGH LLP**

By: 

11/21/2018 10:50

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
BROAD AND CASSEL**

**BOND COUNSEL SERVICES**

**CONTRACT NO. 001195**

**CONTRACT DATE: OCTOBER 13, 2016  
CONTRACT AMOUNT: \$375,000.00**

**CONTRACT, SCOPE OF SERVICES, AND FEE SCHEDULE**

**CONTRACT, SCOPE OF SERVICES, AND FEE SCHEDULE**

**BOND COUNSEL SERVICES**

**CONTRACT NO. 001195**

**OCTOBER 2016**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**TABLE OF CONTENTS**

| <u>Title</u>             | <u>Page</u>          |
|--------------------------|----------------------|
| <b>Contract</b>          | <b>AG-1 to AG-11</b> |
| <b>Scope of Services</b> | <b>A-1 to A-3</b>    |
| <b>Fee Schedule</b>      | <b>B-1 to B-2</b>    |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AGREEMENT FOR BOND COUNSEL SERVICES  
CONTRACT NO. 001195**

This Contract No. 001195 (the "Contract" as defined herein below), is made this 13th day of October, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called ("CFX") and Broad and Cassel, hereinafter the ("COUNSEL").

**WITNESSETH:**

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

**WHEREAS**, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

**WHEREAS**, CFX desires to retain the services of competent and qualified legal counsel to serve as CFX's bond counsel for the issuance of revenue bonds and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

**WHEREAS**, on or about July 25, 2016, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and,

**WHEREAS**, based upon the recommendation of the Evaluation Committee at its meeting held on September 15, 2016 and the recommendation of the Finance Committee at its meeting held on September 19, 2016, the Governing Board of CFX at its meeting held on October 13, 2016 selected Board and Cassel to serve as Bond Counsel;

**WHEREAS**, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, CFX and COUNSEL agree as follows:

**SECTION 1. SERVICES.** CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX financial matters, including, but not limited to, bond financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."



**SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.**

(a) Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates CFX's General Counsel or Chief Financial Officer as CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

**SECTION 3. TERM.** Unless earlier terminated as provided for herein, this Agreement shall become effective November 1, 2016, and shall run for a term of three (3) years, with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

**SECTION 4. RESPONSIBILITIES OF COUNSEL.**

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist CFX in the field of finance, bond financing and re-financing and other areas of responsibility as deemed necessary by CFX.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates Joseph Stanton, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

## **SECTION 5. PAYMENT FOR SERVICES AND BILLING.**

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by COUNSEL on a "Time Basis Method". Total compensation to COUNSEL during the three-year term of the Agreement is estimated to a not to exceed amount of \$375,000.00.

(b) On transactions where COUNSEL is being compensated on the "Time Basis Method", CFX shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis Method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orland, (all travel, lodging and meals shall be at rates allowed to public employees under Florida Statute 112.061), long distance calls and facsimile transmissions.

(2) COUNSEL will not be reimburse for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify CFX of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed

(3) If authorized in writing in advance by CFX, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL, including any third party tax consultants hired by COUNSEL. COUNSEL has elected to subcontract with Marchena and Graham, P.A.as CO-COUNSEL. All fees outlined in Exhibit B are inclusive of CO-COUNSEL fees. CFX shall have the right to approve assignments given to CO-COUNSEL and fees shall be based on tasks performed.

## **SECTION 6. GENERAL TERMS AND PAYMENT.**

(a) COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis Method," and within

twenty (20) days of the closing of a bond transaction when being compensated on the "Fixed Fee Method." CFX shall pay COUNSEL within thirty (30) days of receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

**SECTION 7. CO-COUNSEL SERVICES.** COUNSEL has agreed to separately engage the Co-Bond Counsel services of Marchena and Graham, P.A. for 30% of fees or such amount as shall be deemed appropriate, as directed by and in the sole discretion of CFX's General Counsel or Chief Financial Officer. In such event, COUNSEL agrees to exercise its best efforts, in good faith, to negotiate with CO-COUNSEL a fair allocation of work responsibility. The fees paid to CO-COUNSEL shall be the responsibility of COUNSEL directly; however, the final terms of such arrangement shall be subject to the approval of CFX. The exact percentage paid to CO-COUNSEL on each transaction shall be at the sole discretion of COUNSEL based on the allocation of work responsibility and the quality of work product of CO-COUNSEL. COUNSEL shall incorporate into such separate arrangement with CO-COUNSEL the same terms and conditions as to which COUNSEL is subject hereunder.

**SECTION 8. OWNERSHIP OF DOCUMENTS.** All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or have been created during the course of COUNSEL's performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into its separate arrangement with CO-COUNSEL granting ownership to CFX of such written instrument or document that may result from CO-COUNSEL's services.

## **SECTION 9. AUDIT AND EXAMINATION OF RECORDS**

### **1.1 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 COUNSEL'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 COUNSEL 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 subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by COUNSEL 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 COUNSEL or any subconsultant. By submitting a response to the Request for Proposal, COUNSEL or any subconsultant 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 COUNSEL refuses such access or review, COUNSEL 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 COUNSEL. These provisions shall not be limited in any manner by the existence of any COUNSEL claims or pending litigation relating to the Contract. Disqualification or suspension of the COUNSEL for failure to comply with this section shall also preclude the COUNSEL from acting in the future as a subconsultant of another consultant doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the COUNSEL is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

**Final Audit for Project Closeout:** COUNSEL shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the COUNSEL and any or all subconsultants to support the compensation paid the COUNSEL. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the COUNSEL 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 COUNSEL agrees that such amounts are due to CFX upon demand. Final payment to the COUNSEL shall be adjusted for audit results.

COUNSEL 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.

#### **SECTION 10: PUBLIC RECORDS**

**IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNSEL'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).**

COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the

State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the COUNSEL is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, 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 COUNSEL 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 COUNSEL or keep and maintain public records required by the public agency to perform the service. If the COUNSEL transfers all public records to the public agency upon completion of the contract, the COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNSEL keeps and maintains public records upon completion of the contract, the COUNSEL 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 COUNSEL in conjunction with this Contract (including without limitation COUNSEL Records and Proposal Records, if and as applicable), COUNSEL shall immediately notify the CFX. In the event the COUNSEL has public records in its possession, COUNSEL shall comply with the Public Records Act.

#### **SECTION 11: CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the COUNSEL, to solicit or secure this Contract, and that COUNSEL 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.

COUNSEL acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. COUNSEL acknowledges that it has read the Ethics Policy and, to the extent applicable, COUNSEL will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, COUNSEL shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

COUNSEL covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

COUNSEL 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 COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

**SECTION 12. NO ASSIGNMENT.** The parties fully understand and agree that the professionalism and specialization involved in serving as Bond Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX. The delegation by COUNSEL of certain assignments or tasks under the scope of services to CO-COUNSEL shall not be deemed an assignment of this Agreement for purposes of this Section.

**SECTION 13. AMENDMENT.** No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

**SECTION 14. LOSS OF ESSENTIAL LICENSE.** The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

**SECTION 15. INDEPENDENT CONTRACTOR.** COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within the Request for Proposals or this Agreement be construed

to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

**SECTION 16. INSOLVENCY.** If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

**SECTION 17. INSURANCE.** COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

(a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.

(b) Workers' Compensation Coverage as required by Florida law.

COUNSEL shall provide CFX with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

CFX agrees that, if more than one entity is providing Bond Counsel services, each firm shall independently be liable to CFX for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

**SECTION 18. ALTERNATIVE DISPUTE RESOLUTION.** In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

**SECTION 19. WAIVER.** The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

**SECTION 20. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Mr. Joseph Passiatore, General Counsel  
Ms. Lisa Lombard, Chief Financial Officer  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

For COUNSEL:

Mr. Joseph B. Stanton, P.A.  
Broad and Cassel  
390 North Orange Avenue, Suite 1400  
Orlando, Florida 32801

**SECTION 21. TERMINATION.** CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

(a) immediately discontinue all services affected (unless the notice directs otherwise); and

(b) deliver to CFX all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

**SECTION 22. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT.** COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



**SECTION 23. SEVERABILITY.** Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

**SECTION 24. ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

**SECTION 25. PUBLIC ENTITY CRIMES.** COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

**SECTION 26. RIGHTS AT LAW RETAINED.** The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**SECTION 27. APPLICABLE LAW; VENUE.** This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

**SECTION 28: INSPECTOR GENERAL.** COUNSEL understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants / subcontractors to the undersigned participating in the performance of this contract shall also be bound contractually to this and all applicable Florida statutory requirements.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on October 13, 2016.


**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Director of Procurement

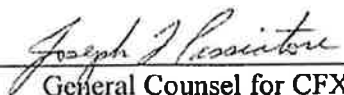
Print Name: Aneth Williams

**BROAD AND CASSEL**

By:   
President, Joseph B. Stanton, P.A., Partner  
Title

ATTEST:  (Seal)

Approved as to form and execution, only.

  
General Counsel for CFX

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**BOND COUNSEL**

Services to be performed by Counsel include, but are not limited to, the following:

- A. Serve as a member of CFX's financing team;
- B. Meet or consult with the CFX Board members, officers and staff, including the financing team and established committees, concerning all legal questions relating to the issuance of debt;
- C. Attend, upon request, meetings of the CFX Board and meetings of the Finance Committee;
- D. Prepare all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of CFX and required in connection with their issuance, and perform such tasks in cooperation with the financial advisors, underwriters and other legal counsel engaged by CFX;
- E. Prepare and review of all documentation required for bond sales and closings, including but not limited to resolutions, certificates, opinions and notices of sale;
- F. Coordinate, attend and manage all aspects of the bond closings;
- G. Render appropriate opinions as to validity and enforceability of certain agreements of CFX, the legality of the indebtedness being issued, the proceedings pursuant to which they are issued, and tax treatment of interest on the bonds, notes, certification of participation or other indebtedness for federal income tax purposes, which opinions are to be in written form, executed on behalf of the law firm and delivered at the time the bonds, notes, certification of participation or other indebtedness are to be authenticated and delivered;
- H. Upon request, prepare all documents required in connection with the validation of bonds by CFX and, where applicable, on appeal, and, with the assistance of General Counsel, handle the associated legal proceedings;
- I. Participate, as part of the financing team, in discussions concerning the Preliminary Official Statement and Official Statement and any amendments thereto in connection with CFX financings;

- J. Review all disclosure documents, including official statements, prepared or authorized by CFX insofar as such documents contain descriptions of the bonds, notes, certificates of participation or any other indebtedness, summaries of contracts or other documents relevant to the bonds, notes, certificates of participation or any other indebtedness; provided, however, Counsel shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and, provided further, that Counsel shall have no responsibility to the purchasers of the bonds, notes, certificates of participation or any other indebtedness for State or Federal securities law compliance in connection with the offering of the bonds, notes, certificates or participation or other indebtedness;
- K. Assist CFX in complying with Federal and State regulatory agencies' laws and regulations, including but not limited to the Trust Indenture Act of 1940, Securities Act of 1933, Securities Exchange Act of 1934, and other SEC and MSRB rules and regulations;
- L. Assist in reviewing investment decisions in compliance with arbitrage regulations; ensuring the legality and suitability of defeasance and escrow structures and agreements; ensuring the legality and suitability of hedge instruments and other complex financial products proposed to CFX;
- M. As requested, assist CFX, as requested, with the credit rating process, including meetings with representatives of the major rating agencies which assign credit ratings to municipal bonds;
- N. Assist CFX and its financial advisors, investors, credit analysts, insurers and bankers to effectively manage: formulation of financing plans; structuring financial solutions; drafting documents for public or private offering of debt; new money or refunding debt; compliance with Florida law, federal tax code, and SEC rules; fixed and variable debt (single mode or multi-modal); structure finance; investment processes; taxable and tax-exempt structures; and the response to financial proposals presented to CFX from time to time;
- O. Inform CFX of the impact of changes in Federal and State Laws regarding the issuance and management of the public debt;
- P. Legal services related to all matters, including legislative matters, effecting the administration and collection of revenues involved with, or available for, financial undertakings by CFX; and
- Q. Provide general advice and consultation, from time to time, to CFX and its financing team related to public finance, including but not limited to fixed and variable rate debt structures, taxable and tax-exempt structures, and investment of debt proceeds.


CFX separately selects other financing team members, including disclosure counsel and issuer's counsel. CFX may adjust the responsibilities and assignments of the financing team members in order to best utilize, in CFX's judgment, the expertise of its various financing team members.

End of Scope

**CONSENT AGENDA ITEM  
#17**

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti  


DATE: June 17, 2020

SUBJECT: Internal Audit Reports

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Attached, please find the following Internal Audit reports as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on June 17, 2020.

1. COSO Enterprise Risk Management Governance Review
2. Robotic Process Automation Review
3. Purchasing Card and Gas Card Audit
4. Retail Transponder Sales Review
5. Marketing and Social Media Audit
6. Fiscal Year 2021 Internal Audit Plan

Reviewed by:





# COSO ERM GOVERNANCE REVIEW

May 2020

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**



# TABLE OF CONTENTS

| Section   | Page |
|---|------|
| Executive Summary   | 3    |
| Detailed Observations                                       | 7    |
| Enhancement Opportunities                                   | 9    |
| Appendix A – COSO 2013 Internal Control Framework           | 14   |
| Appendix B – COSO 2017 Enterprise Risk Management Framework | 22   |

# EXECUTIVE SUMMARY



## Overview

### Overview

In accordance with the fiscal year 2020 Internal Audit Plan, Internal Audit reviewed the Central Florida Expressway Authority's (CFX) governance procedures and internal controls leveraging two frameworks, the COSO 2013 Internal Control Framework and the COSO 2017 ERM Framework, as leading practice guidelines.

Internal Audit last performed a review of the governance structure and related internal controls at CFX during fiscal year 2015. The review was performed using only the COSO 2013 Internal Control Framework as leading practice guidelines. The COSO 2013 Framework is one of the most widely used internal control frameworks in the world and contains leading practice guidance for establishing effective governance procedures and internal controls. The 2013 COSO Framework outlines 17 principles and provides 77 supporting points of focus within each of the five foundational components of internal control: control environment, risk assessment, control activities, information and communication, and monitoring activities.

In September 2017, COSO released an updated version of the Enterprise Risk Management - Integrated Framework that was first published in 2004 to enhance an organization's ability to manage uncertainty and to consider how much risk to accept as it strives to increase value. The updated COSO ERM Framework recognizes the importance of strategy and entity performance, further delineates enterprise risk management from internal control, and provides definitions and principles for all levels of management involved in designing, implementing, and conducting enterprise risk management practices. The principles are organized within each of the five interrelated Framework components: Governance and Culture, Strategy and Objective-Setting, Performance, Review and Revision, and Information, Communication, and Reporting.

### Objectives

The objectives of this audit were to leverage the COSO 2013 Internal Control Framework and the COSO ERM Framework as benchmarks to evaluate the current state governance structure at CFX and provide recommendations to enhance CFX's overall governance structure.

# EXECUTIVE SUMMARY



## Project Scope and Approach

This review was performed using a four-phased approach as outlined below:

### Phase I – Documentation of Current State Processes

Internal Audit worked with management through interviews and review of existing policies and procedures in order to refresh documentation of CFX's governance processes and internal controls relevant to the 17 Principles and 77 Points of Focus of the COSO 2013 Internal Control Framework. Details regarding the COSO 2013 Internal Control Framework are included in Appendix A.

### Phase II – Review of Key Controls for Design Effectiveness

Internal Audit identified key controls relevant to the COSO 2013 Internal Control Framework and performed an evaluation of design effectiveness. A summary of the procedures performed, results, and observations are provided on the following pages.

### Phase III – Enterprise Risk Management Exploration Sessions

Internal Audit interviewed executive management and reviewed CFX's processes, policies, and procedures related to risk management. Internal Audit further evaluated existing risk management practices against the COSO 2017 ERM Framework to identify opportunities for enhanced risk management in the following core areas: Risk Management Policies, Risk Measurement, Roles and Responsibilities, Data, and Monitoring.

### Phase IV – Benchmark Against Frameworks and Develop Recommendations

Using the knowledge gathered in the previous phases and the principles contained in the COSO 2013 Internal Control Framework and COSO 2017 ERM Framework as leading practice guidance, Internal Audit developed recommendations and opportunities for CFX to consider to enhance its overall governance infrastructure and risk management procedures.

# EXECUTIVE SUMMARY



## Summary of Procedures and Results – COSO 2013 Internal Control Review

Internal Audit reviewed and identified 94 governance controls currently in place at CFX covering the 17 principles and 77 points of focus within the COSO 2013 Internal Control Framework. During the time of last audit in 2015, six opportunities for improvement were identified, and all six opportunities were addressed by CFX as confirmed by Internal Audit as part of this review.

For the current review, the table below provides an overview of the areas reviewed under the COSO 2013 Internal Control Framework. No gaps in internal control design were identified within CFX's existing governance processes; however, one opportunity for potential improvement was identified. Further details are provided in the Detailed Observations section of this report. The COSO 2013 Framework 17 principles and 77 points of focus are outlined in Appendix A.

| Foundational Component      | Principles   | Total Controls Reviewed | Number of Observations | Relative Priority |
|-----------------------------|--|-------------------------|------------------------|-------------------|
| Control Environment         | <ul style="list-style-type: none"> <li>▪ Demonstrates a Commitment to Integrity and Ethical Values</li> <li>▪ Board Exercises Oversight Responsibility Over Internal Control</li> <li>▪ Management Establishes Structures, Authorities and Responsibilities</li> <li>▪ Demonstrates Commitment to Competence</li> <li>▪ Enforces Accountability</li> </ul> | 21                      | 0                      | N/A               |
| Risk Assessment             | <ul style="list-style-type: none"> <li>▪ Specifies Suitable Objectives</li> <li>▪ Identifies and Analyzes Risks</li> <li>▪ Assesses Fraud Risk</li> <li>▪ Identifies and Analyzes Significant Change</li> </ul>  | 25                      | 0                      | N/A               |
| Control Activities          | <ul style="list-style-type: none"> <li>▪ Selects and Develops Control Activities</li> <li>▪ Selects and Develops General Controls over Technology</li> <li>▪ Deploys Controls through Policies and Procedures</li> </ul>   | 16                      | 1                      | Moderate          |
| Information & Communication | <ul style="list-style-type: none"> <li>▪ Uses Relevant Information</li> <li>▪ Communicates Internally</li> <li>▪ Communicates Externally</li> </ul>  | 22                      | 0                      | N/A               |
| Monitoring Activities       | <ul style="list-style-type: none"> <li>▪ Conducts Ongoing and/or Separate Evaluations</li> <li>▪ Evaluates and Communicates Deficiencies</li> </ul>  | 10                      | 0                      | N/A               |
| TOTALS:                     |  | <b>94</b>               | <b>1</b>               |                   |

# EXECUTIVE SUMMARY



## Summary of Procedures and Results – COSO 2017 Enterprise Risk Management Review

In addition to leveraging the COSO 2013 Internal Control Framework for this review, Internal Audit also considered leading practices for risk management as outlined in the COSO 2017 ERM Framework. An evaluation of enterprise risk management practices had not previously been performed for CFX.

The table below provides an overview of the areas reviewed leveraging the COSO 2017 ERM Framework as a guide. Internal Audit identified four opportunities for potential enhancement to current risk management practices under the framework. Further details are provided in the Enhancement Opportunities section of this report. The COSO 2017 ERM Framework components and principles are outlined in Appendix B.

| Foundational Component                            | Principles  | Enhancement Opportunities |
|---|---|---------------------------|
| Risk Governance and Culture                       | <ul style="list-style-type: none"> <li>Exercise Board Risk Oversight</li> <li>Establishes Governance and Operating Model</li> <li>Defines Desired Organizational Behaviors</li> <li>Demonstrates Commitment to Integrity and Ethics</li> <li>Enforces Accountability</li> <li>Attracts, Develops, and Retains Talented Individuals</li> </ul> | 1                         |
| Risk, Strategy, and Objective-Setting             | <ul style="list-style-type: none"> <li>Considers Risk and Business Context</li> <li>Defines Risk Appetite</li> <li>Evaluates Alternative Strategies</li> <li>Considers Risk while Establishing Business Objectives</li> <li>Defines Acceptable Variation in Performance</li> </ul>  | 1                         |
| Risk in Execution                                 | <ul style="list-style-type: none"> <li>Identifies Risk in Execution</li> <li>Assesses Severity of Risk</li> <li>Prioritizes Risks</li> <li>Identifies and Selects Risk Responses</li> <li>Assesses Risk in Execution</li> <li>Develops Portfolio View</li> </ul>  | 1                         |
| Risk Information, Communication, and Reporting    | <ul style="list-style-type: none"> <li>Uses Relevant Information</li> <li>Leverages Information Systems</li> <li>Communications Risk Information</li> <li>Reports on Risk, Culture, and Performance</li> </ul>  | 1                         |
| Monitoring Enterprise Risk Management Performance | <ul style="list-style-type: none"> <li>Monitors Substantial Change</li> <li>Monitors Enterprise Risk Management</li> </ul>  | 0                         |
| TOTAL:  |   | 4                         |

# DETAILED OBSERVATIONS

# DETAILED OBSERVATIONS

## Observation 1 – Business Continuity Documentation

### Relative Priority

Moderate

Control Environment

Risk Assessment

Control Activities

Information & Communication

Monitoring Activities

### Observation

Business Continuity plans define processes and procedures for restoring a business or department to normal operating capacity following disruptive events of various kinds. Although CFX currently has Business Continuity plans in place for several departments, no plans are currently documented for the Infrastructure department and its components: Construction, Engineering, Maintenance, and Traffic Operations. Without a departmental-specific Business Continuity plan, the resumption of critical business processes could be delayed for an extended amount of time until backup, manual, or alternate arrangements are made.

### Recommendation

Management should create a formalized business continuity plan for the Infrastructure department, including reference to each component. Plans should include items such as recovery teams and responsibilities, manual workaround procedures, and alternate work locations. In conjunction with Executive Management and the Information Technology department, the Infrastructure department should determine how additional resources (laptops, desktops, workstations, etc.) would be procured, if necessary, and the length of time it would take to obtain and properly configure these resources to the point where they could be utilized to establish connections with key systems in the event a recovery is needed.

### Management Response

Management concurs.

### Management Action Plan

CFX will develop business continuity documentation for each component of the Infrastructure department (and validate that third parties have one in place) that outlines the expectations for resuming business operations after a crisis.

### Action Plan Owner / Due Date

Glenn Pressimone, Chief of Infrastructure; 12/31/2020

# ENHANCEMENT OPPORTUNITIES



# ENHANCEMENT OPPORTUNITIES

## Opportunity 1 – Define and Assign Responsibility for Risk Management

| Foundational Component      | Relevant Principles                            | Fundamental Concepts                  |
|-----------------------------|--|---------------------------------------|
| Risk Governance and Culture | #2) Establishes Governance and Operating Model | Enterprise Risk Management Structures |

### Enhancement Opportunity

Leading practice includes establishing reporting lines and structures within the organization to understand strategic risk, define responsibilities for risk management, and evaluate execution of strategy and business objectives from a risk management perspective.

CFX should consider establishing a formal, internal, management-led Risk Management Working Group to define and discuss key risks in the context of overall business strategy, delegate responsibilities for enterprise risk management, and support monitoring enhancements for key strategic risks. A formal Working Group could improve ownership over risk identification and support delegation of responsibility and accountability for risk mitigation.

### Management Action Plan

CFX will organize a Risk Management Working Group with the following features:

- Responsible Party/Organizer – Risk Manager
- Members - Chief Finance Officer, Chief of Technology/Operations, Risk Manager, others may be added as needed
- Frequency – At the discretion of the Group, or at least semi-annually
- Agenda – Agenda topics should be determined by the responsible party and may include risks from the Strategic Plan or Risk Model, prior audit recommendations, risk monitoring needs, and other topics.

### Action Plan Owner / Due Date

Lisa Lumbard, Chief Financial Officer; 12/31/2020

# ENHANCEMENT OPPORTUNITIES

## Opportunity 2 – Integrate Risk with Strategy Setting

| Foundational Component                | Relevant Principles  | Fundamental Concepts   |
|---------------------------------------|--|--|
| Risk, Strategy, and Objective-Setting | #10) Considers Risk while Establishing Business Objectives | Understanding the Implications of Chosen Business Objectives |

**Enhancement Opportunity**

Based on leading practice, risk should be integrated into strategic planning such that adequate consideration of the risk implications of strategic decisions is made during the organization’s strategy setting process.

Currently, CFX considers risk implicitly in the development of the 3-Year Strategic Plan, which graphically represents key business goals, strategies, tactics, and performance measures.

To better integrate consideration of risk into strategy setting, CFX should consider adding a “risk layer” to its 3-Year Strategic Plan in order to consider risks inherent in each key business goal and strategy.

**Management Action Plan**

The Risk Management Working Group will include an agenda item to solicit feedback from each relevant department regarding key strategic risks. The Risk Management Working Group, in coordination with management, will update the Three-Year Strategic Plan with the strategic risks for each strategic goal.

**Action Plan Owner / Due Date**

Lisa Lombard, Chief Financial Officer; 3/31/2021

# ENHANCEMENT OPPORTUNITIES

## Opportunity 3 – Align Risk Response with Risk Appetite

| Foundational Component | Relevant Principles                        | Fundamental Concepts                             |
|------------------------|--|--|
| Risk in Execution      | #15) Identifies and Selects Risk Responses | Considering Costs and Benefits of Risk Responses |

**Enhancement Opportunity**

Effective risk management practices consider the potential costs and benefits of a risk response as well as the impact of a risk response on the entity’s performance towards business objectives. A misalignment of risk response and risk appetite with the entity’s performance goals can lead to excessive risk-taking or hinder performance.

CFX requires vendors to maintain levels of insurance coverage as specified in each contract. Those requirements, which extend to the size, type and rating of the insurance underwriter, are largely determined by the insurance broker, and are relatively standard across vendor contracts regardless of the size and relative risk of the contract.

As CFX fills the newly created Risk Manager position, CFX should consider applying risk-based vendor management concepts when assessing the cost and benefit of contractual requirements for vendor insurance coverages and defining coverage requirements.

**Management Action Plan**

The Risk Management Working Group will include an agenda item to solicit feedback from each relevant department, and, in coordination with the Procurement Department, will propose updates to current vendor insurance requirements to incorporate risk-based vendor management concepts.

**Action Plan Owner / Due Date**

Lisa Lumbard, Chief Financial Officer; 3/31/2021

# ENHANCEMENT OPPORTUNITIES

## Opportunity 4 – Utilize Data to Monitor Risk

| Foundational Component                        | Relevant Principles            | Fundamental Concepts          |
|---|--------------------------------|-------------------------------|
| Risk Information, Communication and Reporting | #18) Uses Relevant Information | Determining Data Requirements |

### **Enhancement Opportunity**

Effective risk monitoring requires data on key risks that is relevant, accessible, accurate, timely, reliable, and complete.

While the data available to CFX employees covers a variety of functional areas and strategic risks, data availability and data quality could be improved in the following areas to support effective monitoring of strategic risks:

- Roadway maintenance performance
- Back-office customer satisfaction
- Certain back-office transaction reports
- Utilization of Minority / Women / Disadvantaged Business Enterprises

CFX should consider opportunities to utilize technology to improve available data in these areas and to facilitate monitoring capabilities where possible. Where RFP or software implementation is already in progress, CFX should consider risk monitoring data needs during the procurement or implementation requirements for those new systems.

CFX should also consider developing a new standard IT template and procedures for capturing resource cost and expected benefit for new data and reporting requests in order to better support prioritization of IT resources.

### **Management Action Plan**

The Risk Management Working Group will include an agenda item to monitor status of each of the above data requests and follow up as needed. Additionally, the Risk Management Working Group will coordinate with the Technology / Operations Department to refine the ticketing system by which reporting requests are made and will support development of that system towards capture of relevant cost / benefit information.

### **Action Plan Owner / Due Date**

Lisa Lombard, Chief Financial Officer; 6/30/2021

# APPENDIX A

COSO 2013 Internal Control Framework

# APPENDIX A

## COSO 2013 Internal Control Framework

| COSO Components                        | Principles   | Points of Focus                              |
|--|--|--|
| <b>CONTROL ENVIRONMENT</b>             | <ul style="list-style-type: none"> <li>• Demonstrates commitment to integrity and ethical values</li> <li>• Exercises oversight responsibility</li> <li>• Establishes structure, authority and responsibility</li> <li>• Demonstrates commitment to competence</li> <li>• Enforces accountability</li> </ul> | <p>4</p> <p>4</p> <p>3</p> <p>4</p> <p>5</p> |
| <b>RISK ASSESSMENT</b>                 | <ul style="list-style-type: none"> <li>• Specifies relevant objectives</li> <li>• Identifies and analyzes risk</li> <li>• Assesses fraud risk</li> <li>• Identifies and analyzes significant change</li> </ul>   | <p>5</p> <p>5</p> <p>4</p> <p>3</p>          |
| <b>CONTROL ACTIVITIES</b>              | <ul style="list-style-type: none"> <li>• Selects and develops control activities</li> <li>• Selects and develops general controls over technology</li> <li>• Deploys through policies and procedures</li> </ul>  | <p>6</p> <p>4</p> <p>6</p>                   |
| <b>INFORMATION &amp; COMMUNICATION</b> | <ul style="list-style-type: none"> <li>• Uses relevant information</li> <li>• Communicates internally</li> <li>• Communicates externally</li> </ul>  | <p>5</p> <p>4</p> <p>5</p>                   |
| <b>MONITORING ACTIVITIES</b>           | <ul style="list-style-type: none"> <li>• Conducts ongoing and/or separate evaluations</li> <li>• Evaluates and communicates deficiencies</li> </ul>  | <p>7</p> <p>3</p>                            |

# APPENDIX A

## COSO 2013 Internal Control Framework

| Control Environment |   |                 |   |
|---------------------|---|-----------------|---|
| Principles          |   | Points of Focus |   |
| 1                   | Demonstrates a Commitment to Integrity and Ethical Values           | 1               | Sets the tone at the top  |
|                     |   | 2               | Establishes standards of conduct  |
|                     |   | 3               | Evaluates adherence to standards of conduct   |
|                     |   | 4               | Addresses deviations in a timely manner   |
| 2                   | Board Exercises Oversight Responsibility Over Internal Control      | 5               | Establishes oversight responsibilities  |
|                     |   | 6               | Applies relevant expertise  |
|                     |   | 7               | Operates independently  |
|                     |   | 8               | Provides oversight of the system of internal control including Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring Activities |
| 3                   | Management Establishes Structures, Authorities and Responsibilities | 9               | Considers all structures of the entity  |
|                     |   | 10              | Establishes reporting lines   |
|                     |   | 11              | Defines, assigns, and limits authorities and responsibilities   |
| 4                   | Demonstrates Commitment to Competence                               | 12              | Establishes policies and practices  |
|                     |   | 13              | Evaluates competence and addresses shortcomings   |
|                     |   | 14              | Attracts, develops, and retains individuals   |
|                     |   | 15              | Plans and prepares for succession   |
| 5                   | Enforces Accountability   | 16              | Enforces accountability through structures, authorities and responsibilities  |
|                     |   | 17              | Establishes performance measures, incentives, and rewards   |
|                     |   | 18              | Evaluates performance measures, incentives, and rewards for ongoing relevance   |
|                     |   | 19              | Considers excessive pressures   |
|                     |   | 20              | Evaluates performance and rewards or disciplines  |

# APPENDIX A

## COSO 2013 Internal Control Framework

| Risk Assessment |                               |   |
|-----------------|-------------------------------|---|
| Principles      |                               | Points of Focus   |
| 6               | Specifies Suitable Objectives | 21a Reflects management's choices                                 |
|                 |                               | 22a Considers tolerances for risk                                 |
|                 |                               | 23 Includes operations and financial performance goals            |
|                 |                               | 24 Forms a basis for committing of resources                      |
|                 |                               | 21b Complies with applicable accounting standards                 |
|                 |                               | 22b Considers materiality   |
|                 |                               | 25 Reflects entity activities                                     |
|                 |                               | 21c Complies with externally established standards and frameworks |
|                 |                               | 22c Considers the required level of precision                     |
|                 |                               | 25 Reflects entity activities                                     |
|                 |                               | 21a Reflects management's choices                                 |
|                 |                               | 22c Considers the required level of precision                     |
|                 |                               | 25 Reflects entity activities                                     |
|                 |                               | 21d Reflects external laws and regulations                        |
|                 |                               | 22a Considers tolerances for risk                                 |



# APPENDIX A

## COSO 2013 Internal Control Framework

| Risk Assessment (Continued) |  |                 |  |
|-----------------------------|--|-----------------|--|
| Principles                  |  | Points of Focus |  |
| 7                           | Identifies and Analyzes Risks              | 26              | Includes entity, subsidiary, division, operating unit, and functional levels |
|                             |  | 27              | Analyzes internal and external factors                                       |
|                             |  | 28              | Involves appropriate levels of management                                    |
|                             |  | 29              | Estimates significance of risks identified                                   |
|                             |  | 30              | Determines how to respond to risks   |
| 8                           | Assesses Fraud Risk                        | 31              | Considers various types of fraud   |
|                             |  | 32              | Assesses incentives and pressures  |
|                             |  | 33              | Assesses opportunities   |
|                             |  | 34              | Assesses attitudes and rationalizations                                      |
| 9                           | Identifies and Analyzes Significant Change | 35              | Assesses changes in the external environment                                 |
|                             |  | 36              | Assesses changes in the business model                                       |
|                             |  | 37              | Assesses changes in leadership   |

# APPENDIX A

## COSO 2013 Internal Control Framework

|            |   | Control Activities |   |
|------------|---|--------------------|---|
| Principles |   | Points of Focus    |   |
| 10         | Selects and Develops Control Activities               | 38                 | Integrates with risk assessment   |
|            |   | 39                 | Considers entity-specific factors   |
|            |   | 40                 | Determines relevant business processes  |
|            |   | 41                 | Evaluates a mix of control activity types   |
|            |   | 42                 | Considers at what level activities are applied  |
|            |   | 43                 | Addresses segregation of duties   |
| 11         | Selects and Develops General Controls over Technology | 44                 | Determines dependency between the use of technology in business processes and technology general controls |
|            |   | 45                 | Establishes relevant technology infrastructure control activities   |
|            |   | 46                 | Establishes relevant security management process control activities                                       |
|            |   | 47                 | Establishes relevant technology acquisition, development, and maintenance process control activities      |
| 12         | Deploys Controls through Policies and Procedures      | 48                 | Establishes policies and procedures to support deployment of management's directives                      |
|            |   | 49                 | Establishes responsibility and accountability for executing policies and procedures                       |
|            |   | 50                 | Performs in a timely manner   |
|            |   | 51                 | Takes corrective action   |
|            |   | 52                 | Performs using competent personnel  |
|            |   | 53                 | Reassesses policies and procedures  |

# APPENDIX A

## COSO 2013 Internal Control Framework

| Information and Communication |                           |   |
|-------------------------------|---------------------------|---|
| Principles                    |                           | Points of Focus                                   |
| 13                            | Uses Relevant Information | 54 Identifies information requirements            |
|                               |                           | 55 Captures internal and external sources of data |
|                               |                           | 56 Processes relevant data into information       |
|                               |                           | 57 Maintains quality throughout processing        |
|                               |                           | 58 Considers costs and benefits                   |
| 14                            | Communicates Internally   | 59 Communicates internal control information      |
|                               |                           | 60 Communicates with the board of directors       |
|                               |                           | 61 Provides separate communication lines          |
|                               |                           | 62 Selects relevant method of communication       |
| 15                            | Communicates Externally   | 63 Communicates to external parties               |
|                               |                           | 64 Enables inbound communications                 |
|                               |                           | 65 Communicates with the board of directors       |
|                               |                           | 66 Provides separate communication lines          |
|                               |                           | 67 Selects relevant method of communication       |

# APPENDIX A

## COSO 2013 Internal Control Framework

| Monitoring Activities |  |  |
|-----------------------|--|--|
| Principles            |  | Points of Focus  |
| 16                    | Conducts Ongoing and/or Separate Evaluations | 68 Considers a mix of ongoing and separate evaluations |
|                       |  | 69 Considers rate of change                            |
|                       |  | 70 Establishes baseline understanding                  |
|                       |  | 71 Uses knowledgeable personnel                        |
|                       |  | 72 Integrates with business processes                  |
|                       |  | 73 Adjusts scope and frequency                         |
|                       |  | 74 Objectively evaluates                               |
| 17                    | Evaluates and Communicates Deficiencies      | 75 Assesses results                                    |
|                       |  | 76 Communicates deficiencies                           |
|                       |  | 77 Monitors corrective actions                         |

# APPENDIX B

COSO 2017 Enterprise Risk Management Framework

# APPENDIX B

## COSO 2017 Enterprise Risk Management Framework

| Enterprise Risk Management |   |  |
|----------------------------|---|--|
| Components                 | Components and Descriptions   | Principles   |
| 1                          | <b>Risk Governance and Culture</b> - Risk governance and culture together form a basis for all other components of enterprise risk management.  | 1 Exercise Board Risk Oversight                          |
|                            |   | 2 Establishes Governance and Operating Model             |
|                            |   | 3 Defines Desired Organizational Behaviors               |
|                            |   | 4 Demonstrates Commitment to Integrity and Ethics        |
|                            |   | 5 Enforces Accountability                                |
|                            |   | 6 Attracts, Develops, and Retains Talented Individuals   |
| 2                          | <b>Risk, Strategy, and Objective-Setting</b> - Enterprise risk management is integrated into the entity's strategic plan through the process of setting strategy and business objectives. | 7 Considers Risk and Business Context                    |
|                            |   | 8 Defines Risk Appetite                                  |
|                            |   | 9 Evaluates Alternative Strategies                       |
|                            |   | 10 Considers Risk while Establishing Business Objectives |
|                            |   | 11 Defines Acceptable Variation in Performance           |

# APPENDIX B

## COSO 2017 Enterprise Risk Management Framework

| Enterprise Risk Management |  |  |
|----------------------------|--|--|
| Components                 | Components and Descriptions  | Principles                                   |
| 3                          | <b>Risk in Execution</b> - An organization identifies and assesses risks that may impact the achievement of the entity's strategy and business objectives.   | 12 Identifies Risk in Execution              |
|                            |  | 13 Assesses Severity of Risk                 |
|                            |  | 14 Prioritizes Risks                         |
|                            |  | 15 Identifies and Selects Risk Responses     |
|                            |  | 16 Assesses Risk in Execution                |
|                            |  | 17 Develops Portfolio View                   |
| 4                          | <b>Risk Information, Communication, and Reporting</b> - Communication is the continual, iterative process of providing, sharing, and obtaining information, which flows throughout the entity.   | 18 Uses Relevant Information                 |
|                            |  | 19 Leverages Information Systems             |
|                            |  | 20 Communications Risk Information           |
|                            |  | 21 Reports on Risk, Culture, and Performance |
| 5                          | <b>Monitoring Enterprise Risk Management Performance</b> - Monitoring enterprise risk management performance considers how well the enterprise risk management components are functioning over time and in light of substantial changes. | 22 Monitors Substantial Change               |
|                            |  | 23 Monitors Enterprise Risk Management       |

# *Face the Future with Confidence*

© 2020 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

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# ROBOTIC PROCESS AUTOMATION REVIEW

Design Thinking and Idea Prioritization

# TABLE OF CONTENTS

| Section   | Page  |
|---|-------|
| Executive Summary   | 3     |
| Design Thinking Summary   | 4     |
| Design Thinking Results (RPA Candidates and ERP Considerations) | 5 – 7 |

# EXECUTIVE SUMMARY



## Overview and Objectives

In accordance with the FY2020 Internal Audit Plan, Internal Audit led sessions and conducted interviews to enable a focused assessment of CFX's business and identify opportunities to apply Robotic Process Automation (RPA) to business processes that are manual, routine, repetitive, and time consuming in nature.



## Project Scope and Approach

As part of this review, Internal Audit performed the following:

1. Introduced RPA concepts to key stakeholders to understand the organization's state of maturity for leveraging process automation technology and to communicate the benefits of process automation;
2. Facilitated a design thinking session and conducted individual interviews to generate and capture ideas and prioritize manual business processes with potential for automation;
3. Aggregated and analyzed ideas to apply RPA to manual business processes based on value, suitability, and complexity to determine overall fit for process automation; and
4. Communicated additional process improvement insights and technology needs discovered through design thinking sessions and interviews.



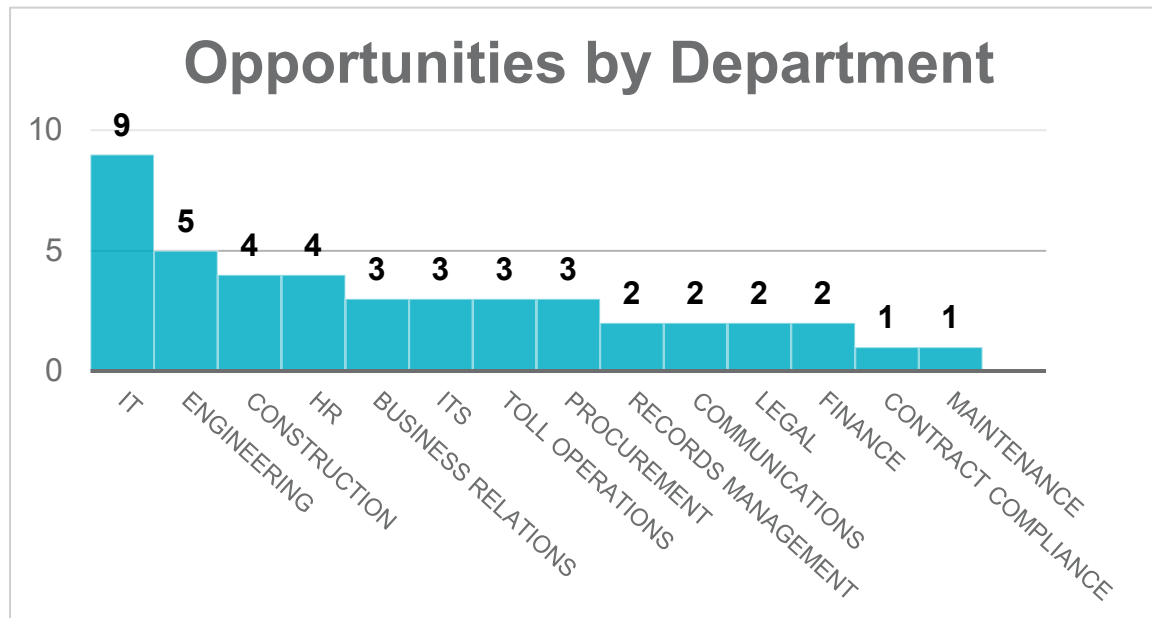
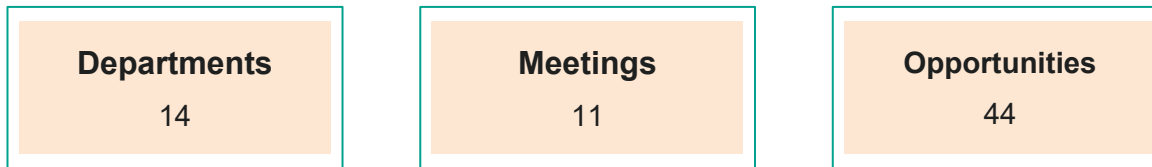
## Next Steps


Based upon the discussions held and opportunities identified, Protiviti will support requirements gathering for the procurement of a new ERP system as part of the fiscal 2021 internal audit plan. Subsequent to the ERP selection and in conjunction with development of future internal audit plans, Protiviti and CFX will consider the RPA candidates identified herein for future use case development and bot deployment.

# DESIGN THINKING SUMMARY

Protiviti planned and facilitated a group “design thinking” session and conducted individual interviews to foster idea generation and potential opportunities for process automation to improve the efficiency and/or effectiveness of CFX operations.

The potential opportunities identified were stratified into different buckets by potential solution. The opportunities for which RPA was deemed the ideal solution were further analyzed to prioritize and identify next steps. For many of the ideas and opportunities identified, the ideal solution was determined to be something other than RPA.



19 Design Thinking Participants 

44 Opportunities (Unique Ideas) Submitted 

11 RPA Candidates Identified 

10 Ideas for Future ERP Consideration 

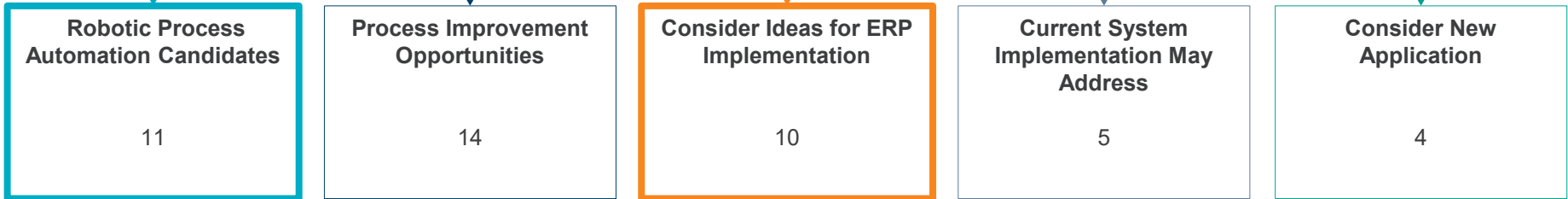
# DESIGN THINKING RESULTS

Design Thinking Session


Individual Interviews



44 Opportunities (Unique Ideas)



# ROBOTIC PROCESS AUTOMATION CANDIDATES

| Identified for RPA Use Case   | #  | Process Name                             | Process Description   | Process Owner       | Value | Suitability | Complexity |
|---|----|--|---|---------------------|-------|-------------|------------|
|  | 1  | Monthly Interoperability Reconciliations | Reports from interoperable tolling agencies are manually reconciled to CFX internal reports each month.   | Mike Carlisle       | ●     | ●           | ●          |
|   | 2  | CCTV Stream File Update                  | Periodic process to redistribute streaming access information to external partners.   | Brent Poole         | ●     | ●           | ●          |
| Other RPA Candidates  | 3  | Cherwell Incident Management             | Cherwell data exports must be manually imported into PowerBI daily to facilitate incident monitoring via PowerBI dashboards.  | Maral Guerra-Torres | ●     | ●           | ●          |
|   | 4  | Processing Unsubscribe Requests          | Monthly process to unsubscribe customers from CFX communications involves substantial manual data entry from emails to Excel.   | Maral Guerra-Torres | ●     | ●           | ●          |
|   | 5  | Password Reset Requests                  | Password resets for certain systems require human approval. Approvals can only be performed manually through a laptop, which results in slower response times to requests made during non-business hours. | Maral Guerra-Torres | ●     | ●           | ●          |
|   | 6  | User Access Review                       | User access for multiple applications is periodically reviewed for reasonableness.  | Brent Poole         | ●     | ●           | ●          |
|   | 7  | Traffic Reporting                        | Traffic data reporting required by multiple users in the business is difficult to obtain and time consuming.  | Jack Burch          | ●     | ●           | ●          |
|   | 8  | System Outage Diagnosis                  | Aggregation and root cause analysis for high volumes of ITS system outage notifications is manual and time consuming.   | Brent Poole         | ●     | ●           | ●          |
|   | 9  | Law Enforcement Requests                 | Routine law enforcement records requests are time consuming to fulfill.   | Tim O'Toole         | ●     | ●           | ●          |
|   | 10 | Citation Support Package                 | Preparing support package for citation enforcement involves running system reports and preparing spreadsheets manually.   | Paul Schatz         | ●     | ●           | ●          |
|   | 11 | Upload Benefit Data to State Portal      | Monthly process to manually upload approved employee benefits information to the State of Florida web portal.   | Maral Guerra-Torres | ●     | ●           | ●          |

# CONSIDER IDEAS FOR ERP IMPLEMENTATION

| #  | Process Name                                  | Potential ERP Capability   | Process Owner    |
|----|---|--|------------------|
| 1  | Invoice Review Workflow                       | Automated workflow that routes invoices to appropriate personnel and tracks approval status.   | Various          |
| 2  | P-Card/Gas Card Review                        | Integrate with card providers to import transactions and implement approval workflow for electronic review. Implement application controls based on policy.                      | Carrie Baker     |
| 3  | Automate Bank Reconciliation Spreadsheet      | Banking integrations, rules, and bank reconciliation within ERP system.  | Mike Carlisle    |
| 4  | Approval Workflow for Purchase Orders         | Automated workflow for purchase requisition through purchase order generation and delivery of the PO to the vendor.  | Robert Johnson   |
| 5  | Employees Update Data Changes (Address, etc.) | Self service system for employees to update information without assistance from HR.  | Kendra Howard    |
| 6  | Weekly Timesheets                             | Time reporting for hourly employees to reduce manual processes.  | Kendra Howard    |
| 7  | Automate New Hire Processes                   | Onboarding process workflow to automate key new hire steps.  | Kendra Howard    |
| 8  | Performance Reviews                           | Centralize and automate performance review process into standard electronic form with approval workflow.   | Kendra Howard    |
| 9  | Monthly Budget Tracker                        | Robust reporting to support detailed month-over-month budget to actual reports in Excel.   | Fred Nieves      |
| 10 | Budgeting Coordination                        | Requisition process and workflow for submitting expenditures for business relations through the marketing queue including improved process for expenditures and budget tracking. | Christie Seabury |



Consider  
for ERP  
Solution

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# PURCHASING CARD AND GAS CARD AUDIT

March 2020

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

# TABLE OF CONTENTS

| Section   | Page |
|---|------|
| Executive Summary                                 | 3    |
| Summary of Audit Procedures Performed and Results | 4    |
| Detailed Observations                             | 6    |

# EXECUTIVE SUMMARY



## Overview

### Overview and Objectives

In accordance with the fiscal year 2020 Internal Audit Plan, Internal Audit reviewed the Central Florida Expressway Authority (“CFX”) Purchasing Card (P-Card) and Gas Card processes. CFX issues P-Cards and Gas Cards to employees for routine expenses. P-Cards and Gas Cards are to be used as outlined in the CFX Procurement Policy and Manual.

The objectives of this audit were to (1) identify and test key processes and internal controls within the P-card and Gas Card processes, (2) review selected transactions and activities for compliance with the CFX’s P-Card and Gas Card policies and procedures, and (3) propose recommendations, enhancements, and clarifications to strengthen CFX policies and internal controls.



## Project Scope and Approach

This audit was performed using a three-phased approach as outlined below:

### Phase I – Documentation of Current State Processes

Internal Audit interviewed management and reviewed existing policies and procedures in order to gain an understanding of key risks and controls related to the P-Card and Gas Card processes.

### Phase II – Review of Key Controls for Design and Operating Effectiveness

Internal Audit documented key controls relevant to the P-Card and Gas Card processes and evaluated the design effectiveness of the existing internal control structure. Following this evaluation, Internal Audit performed detailed procedures to review process infrastructure, card issuances, monitoring, spending review, deactivations, and other key attributes for each of the cards and related statements selected for audit. A summary of the procedures performed, results, and observations is provided on the following pages.

### Phase III – Reporting and Deliverables

Internal Audit prepared this report for management review and comment and issuance to the CFX Audit Committee.

# EXECUTIVE SUMMARY

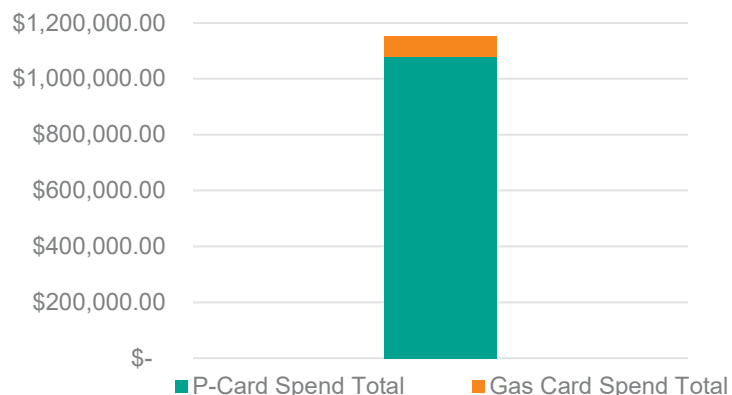


## Summary of Audit Procedures Performed and Results

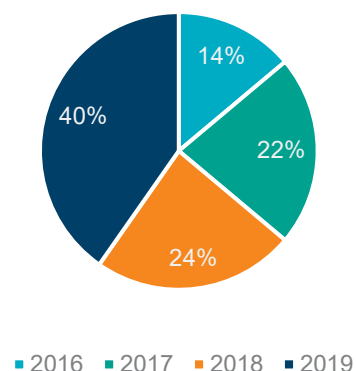
As of March 2020, the time of this audit, CFX had 49 active P-Cards and 19 active Gas Cards. P-Cards are used to cover qualified business-related expenses, such as training registrations and office supplies. Gas Cards are used to cover fuel expenditures related to CFX business travel. Internal Audit selected a period of three and a half years, July 1, 2016 – December 31, 2019, and conducted a review of the design and operating effectiveness of internal controls in place during this time frame. During the period of audit, CFX processed over 2,800 total P-Card and Gas Card statements and incurred over \$1.1M in total spend. As part of the internal control evaluation, Internal Audit selected 72 monthly statements consisting of 42 P-Card statements and 30 Gas Card statements for detailed spend transaction review. This detailed spend transaction review of 72 monthly statements covered \$55K in spend. Further detail on the total spend from July 1, 2016 – December 31, 2019 by card type, percentage of spend tested, and distribution of samples tested by year is summarized below:

| Card Type | Population of Statements | Statements Tested | % of Statements Tested [1] | Total Spend During Testing Period | Total Spend Tested | % of Spend Tested [1] |
|-----------|--------------------------|-------------------|----------------------------|-----------------------------------|--------------------|-----------------------|
| P-Cards   | 2,058                    | 42                | 2.04%                      | \$1,077,911                       | \$52,617           | 4.88%                 |
| Gas Cards | 798                      | 30                | 3.76%                      | \$72,233                          | \$2,162            | 2.99%                 |

### Total Spend by Card Type



### Sample Distribution by Calendar Year



[1] Percentages are specific to statement and spend totals for each card type.

# EXECUTIVE SUMMARY



## Summary of Audit Procedures Performed and Results

The areas reviewed, audit observations, and related recommendations are outlined below:

| Process            | Key Areas Reviewed   | Total Samples Tested | Number of Observations | Observation Reference | Relative Priority                            |
|--------------------|--|----------------------|------------------------|-----------------------|--|
| Program Governance | Purchasing Card Manual, CFX procurement policies and procedures  | -                    | 2                      | 1,2                   | 1 - High<br>2 - Moderate                     |
| Card Issuance      | New card request documentation, card issuance authorization requirements, and card reissuance documentation  | 18                   | 0                      | N/A                   | N/A  |
| Card Monitoring    | Internal card tracking logs, online banking and vendor portals, and physical card files  | -                    | 1                      | 3                     | 3 - Moderate                                 |
| Spending Review    | Monthly statement review, supporting documentation for incurred charges, authorization of significant charges, sales tax benchmarking and considerations | 72                   | 3                      | 4, 5, 6               | 4 - Moderate<br>5 - Moderate<br>6 - Moderate |
| Card Deactivation  | Bank and vendor portal logs of closed accounts, Human Resources listing of terminated employees, physically retained deactivated cards and documentation | 12                   | 0                      | N/A                   | N/A  |
| TOTALS:            |  | 102                  | 6                      |                       |  |

# DETAILED OBSERVATIONS

# DETAILED OBSERVATIONS

## Observation 1 – P-Card and Gas Card Policies and Procedures

### Relative Priority

High

### Program Governance

### Card Issuance

### Card Monitoring

### Spending Review

### Card Deactivation

### Observation

The CFX P-Card Manual establishes procedures governing card issuance and deactivation, acceptable use, monthly spend monitoring, and consequences for noncompliance. However, the Manual contains outdated procedures and does not include documentation of the Contract Compliance Manager's quarterly audit process. For Gas Cards, no documented policy or procedure manual exists to govern issuances, deactivations, card changes, or spend monitoring processes at CFX.

Written policies and procedures are an integral component of the governance surrounding each critical business process. Policies and procedures provide guidance in the pursuit of achieving the objectives of the process, help reduce misunderstandings, and increase distribution of pertinent information to those involved in the process.

### Recommendation

Management should review and update the P-Card Manual to reflect current operating procedures, including consideration for the following:

- Procedures for the Contract Compliance Manager's quarterly compliance audit and follow-up actions for deviations identified.
- Policies regarding the appropriate use and storage of the P-Card for the main CFX bank account.
- Credit limit and monthly transaction limit authority matrix based on job title and required documentation for credit limit exceptions.
- Sales tax exemption process updates including a new exception process in which employees must seek prior approval for and substantiate taxed purchases as more economical than a tax-exempt alternative.

Management should develop a comprehensive Gas Card policy and procedure manual including the following features:

- Clearly defined responsibilities and requirements for Gas Card issuance, monitoring, spending review, and deactivation.
- Appropriate use of Gas Cards, such as limiting cards for fuel expenditures only, with no maintenance spending permitted.
- Procedures for tracking pooled vehicle use, monitoring expenditures, and documenting responsible employees for charges incurred.

# DETAILED OBSERVATIONS

## Observation 1 – P-Card and Gas Card Policies and Procedures (continued)

### Relative Priority

High

### Management Response

Management concurs.

### Management Action Plan

Management will update the Procurement Policy to incorporate a Gas Card policy. Management will update the P-Card Manual to reflect current procedures as recommended and will develop Gas Card procedures to supplement the documentation set.

### Action Plan Owner / Due Date

Aneth Williams, Director of Procurement / December 31, 2020

Program  
Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation



# DETAILED OBSERVATIONS

## Observation 2 – Digital Workflow Opportunities

### Relative Priority

Moderate

### Program Governance

### Card Issuance

### Card Monitoring

### Spending Review

### Card Deactivation

### Observation

To appropriately record P-Card and Gas Card issuance, reissuance, and deactivation, request forms are circulated manually for various approvals and maintained in paper form by the Program Administrator. Through control testing, the following process and documentation inconsistencies were identified:

- a. For all ten **new card issuances** tested, Division Chief approval was not documented on the request form;
- b. All five **card deactivations** tested were processed without a request form and documented approvals;
- c. For all 14 **card re-issuances** due to card expiration or card security concerns that were tested, the re-issuances were processed without a request form and documented approvals;
- d. For the new card issuances tested, employee acknowledgement of P-Card and Gas Card policies and completion of training was inconsistently documented through varying forms and language.

### Recommendation

CFX would benefit from more standardization in its process and the implementation of a digital workflow. A digital workflow would help CFX achieve greater consistency in the execution of internal controls and enhance the overall maturity of the P-Card and Gas Card issuance and deactivation processes.

Specifically, CFX should consider transitioning the following manual processes to a digital workflow by leveraging SharePoint or another available technology:

- Card issuance and re-issuance requests and approvals
- Card deactivation requests and approvals
- Employee acknowledgement of key policies, training, and receipt of P-Cards and Gas Cards
- Advance approvals for significant purchases
- Advance approvals and documentation of transactions with sales tax

# DETAILED OBSERVATIONS

## Observation 2 – Digital Workflow Opportunities (continued)

### Relative Priority

Moderate

### Program Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

### Management Response

Management concurs.

### Management Action Plan

Procurement will work with the IT team to determine the best workflow option for each part of the recommendation (Adobe Sign, SharePoint, or others). Management will develop and implement the digital workflow(s) in accordance with the recommendation.

### Action Plan Owner / Due Date

Aneth Williams, Director of Procurement / December 31, 2020

# DETAILED OBSERVATIONS

## Observation 3 – Monitoring of Active Cards

### Relative Priority

Moderate

Program  
Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

### Observation

Active card rosters for P-Cards and Gas Cards are not reviewed on a periodic basis for appropriateness by an individual other than the Program Administrator. Lack of periodic review of employees with active P-Cards or Gas Cards elevates the risk of improper use or unauthorized spending.

### Recommendation

Active cards per the issuer online portals should be reviewed on a semi-annual basis by the Chief Financial Officer. The CFO should adopt the following procedures for this review:

- 1) Reconciliation of open cards in the card issuer online portals to the active employee roster to review for terminated employees,
- 2) Reconciliation of Pool Vehicle Gas Cards to vehicles in use and to verify the assigned custodian is appropriate and documented for each Gas Card,
- 3) Review for existence of more than one active card for an individual employee, and
- 4) Review credit/transaction limits for appropriateness based on job title and role.

### Management Response

Management concurs.

### Management Action Plan

Management will implement a review of active card users to be performed twice per year by the CFO.

### Action Plan Owner / Due Date

Lisa Lumbard, Chief Financial Officer / June 30, 2020

# DETAILED OBSERVATIONS

## Observation 4 – Pool Vehicle Gas Cards

### Relative Priority

Moderate

Program  
Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

### Observation

CFX maintains four Pool Vehicles and four associated Gas Cards for shared business use. The following processes to manage Pool Vehicles and review monthly Gas Card spend can be enhanced to reduce CFX's risk of card theft or misuse:

1. Gas Cards are stored within each Pool Vehicle along with the Gas Card PIN number.
2. The keys for the Pool Vehicles are maintained by administrative employees, giving these administrative employees unrestricted access to the vehicles, Gas Cards, and PIN numbers.
3. The tracking process for employee use of Pool Vehicles and Gas Cards is inconsistently performed for the four Pool Vehicles.
4. Within the Gas Card transactions tested, four transaction receipts were not signed by an employee to document responsibility and one transaction was not supported by a receipt.

Appropriate segregation of duties, tracking of assets, and documentation may help CFX enhance accountability for spending, enforce policies, and identify inappropriate charges.

### Recommendation

Management should consider the following process improvements for Pool Vehicles and related Gas Cards:

- To reduce the risk of theft and misuse, Gas Cards should not be stored in Pool Vehicles.
- One tracking log should be created for each Pool Vehicle to track vehicle use and enable the assignment of responsibility for Gas Card charges. The tracking logs should be provided to the Procurement Department for review and retention with the monthly Gas Card statements.
- During the monthly spending review for each Pool Vehicle Gas Card, a detailed analysis should be performed between tracking logs and Gas Card statements to assign and document the employee responsible for each charge. This procedure may help detect fraudulent charges if a charge was incurred when the vehicle was not checked out to an employee.

# DETAILED OBSERVATIONS

## Observation 4 – Pool Vehicle Gas Cards (continued)

### Relative Priority

Moderate

### Management Response

Management concurs.

### Management Action Plan

Management will remove the Gas Cards from the Pool Vehicles and will implement a standard tracking log to be used consistently for all Pool Vehicles. Management will improve the monthly review of Gas Card spend through use of the tracking logs to assign and document the employee responsible for each charge.

### Action Plan Owner / Due Date

Lisa Lumbard, Chief Financial Officer / July 31, 2020

Program  
Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

# DETAILED OBSERVATIONS

## Observation 5 – ERP Integration

### Relative Priority

Moderate

Program Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

### Observation

Per CFX's P-Card Manual, all charges incurred must be supported by original receipts, each P-Card statement must be signed by the cardholder's supervisor and Program Administrator as evidence of review, and all charges exceeding Procurement Level 1 (\$999.99) require prior approval from the Program Administrator.

Through detailed P-Card statement testing, the following instances of noncompliance with CFX's P-Card Manual were identified:

1. For two of 42 samples tested, charges were not supported by receipts and a Lost Receipt Form was not completed.
2. For three of 42 samples tested, approvals from either the employee's supervisor or the Program Administrator were not documented to show evidence of the required review.
3. For seven of nine charges exceeding \$999.99, advance approval from the Program Administrator was not documented or retained with the P-Card statement.

Inconsistency in reviews and approvals and evidence of such may result in inappropriate purchases remaining undetected.

### Recommendation

As procurement criteria are defined in conjunction with CFX's new ERP, CFX should consider the opportunity to integrate P-Card transaction data. A digital workflow and integration of P-Card transactions may assist CFX with consistent documentation retention and approval evidence in accordance with the P-Card Manual.

In the interim, to help create more consistency with managing lost receipts and appropriate levels of review and approval, each cardholder's supervisor and Program Administrator should sign off on a checklist documenting review responsibilities, a completeness check for receipts and completion Lost Receipt Forms, and advance approval for purchases exceeding Procurement Level 1. The Contract Compliance Manager's quarterly audit checklist can be leveraged as a basis for creating this review checklist.

For spending in excess of Procurement Level 1, implementation of a digital workflow could be leveraged to support consistency and documentation of advance approvals for significant purchases.

# DETAILED OBSERVATIONS

## Observation 5 – ERP Integration (continued)

### Relative Priority

Moderate

### Management Response

Management concurs.

### Management Action Plan

Management will develop a checklist for supervisors to be used during their monthly review of P-Card transactions. P-Card/Gas Card integrations and process improvements will be included in the ERP requirements during RFP development.

### Action Plan Owner / Due Date

Aneth Williams, Director of Procurement / September 30, 2020

Program  
Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

# DETAILED OBSERVATIONS

## Observation 6 – Quarterly Audit

### Relative Priority

Moderate

Program  
Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

### Observation

The Contract Compliance Manager performs a quarterly P-Card compliance audit which includes a review of all P-Card monthly statements and transactions and re-performance of the Program Administrator's monthly review to identify any deviations from policy as outlined in the CFX P-Card Manual.

During the testing period, the quarterly review process was not completed in a timely manner due to the level of detail necessary and volume of transactions involved. Additionally, the current P-Card vendor does not provide CFX with access to consolidated P-Card transaction data in Excel or other digital format. Access to digital transaction data would help speed up the quarterly audit and enable CFX to take a more risk-based approach to detect errors or fraudulent charges.

### Recommendation

CFX should coordinate with the P-Card vendor to seek transaction data in a digital format such as Excel. Having consolidated transaction data in a digital format would facilitate risk-based sampling for the P-Card compliance audit rather than auditing entire populations of data, thus making the process more efficient, and also enable CFX to perform basic data analytics each quarter.

If CFX is successful at obtaining P-Card transaction data in a digital format, CFX should update its quarterly P-Card compliance audit process to incorporate a more risk-based approach. In doing so, CFX may consider incorporating the following guidelines for conducting quarterly audits:

1. Audit at least ten percent coverage of total spend per quarter
2. Audit P-Cards and employees with the largest spend per quarter
3. Review data for abnormally large P-Card spend and audit large transactions
4. Audit all transactions exceeding Procurement Level 1 (\$999.99)
5. Apply other data analytical procedures to detect potential fraud or abuse
6. Review for deactivated card and terminated employee use



# DETAILED OBSERVATIONS

## Observation 6 – Quarterly Audit (continued)

### Relative Priority

Moderate

### Management Response

Management concurs.

### Management Action Plan

Management will review P-Card vendor reporting capabilities to extract transaction data. The Manager of Contract Compliance will implement a process to review transaction data and sample P-Card monthly statements for the quarterly audit. Procedures will be updated as the process is developed.

### Action Plan Owner / Due Date

Carrie Baker, Manager of Contract Compliance / October 31, 2020

Program  
Governance

Card Issuance

Card Monitoring

Spending Review

Card Deactivation

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# RETAIL TRANSPONDER SALES REVIEW

May 2020

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

# TABLE OF CONTENTS

| Section   | Page |
|---|------|
| Executive Summary                                 | 3    |
| Summary of Audit Procedures Performed and Results | 4    |
| Detailed Observations                             | 5    |

# EXECUTIVE SUMMARY



## Project Overview, Scope, and Approach

### Overview

In accordance with the fiscal year 2020 Internal Audit Plan, Internal Audit reviewed the policies and procedures surrounding Central Florida Expressway Authority (“CFX”) marketing of E-PASS transponders through various sales channels and the related management of transponder physical inventory. This audit had not been performed previously for CFX.

As part of its strategy to increase the number of E-PASS customers, CFX operates a retail transponder program whereby E-PASS transponders are marketed and distributed through university bookstores throughout Florida and via consignment through Amazon. CFX currently sells branded CollegePass sticker transponders to the bookstores and consigns E-PASS portable transponders with Amazon.

Details on the retail transponder program are below. Data is through May 31, 2020, was obtained from CFX, and is for informational purposes only:

| CollegePass Brand | Retail Program Launch | Retail Transponder Sales (Launch – May 31, 2020) |
|-------------------|-----------------------|--|
| GatorPass         | August 2017           | 344  |
| NolePass          | August 2017           | 250  |
| KnightPass        | November 2017         | 350  |

| Amazon Program Launch | Transponders Consigned to Amazon (Launch – May 31, 2020) | Amazon Transponder Sales (Launch – May 31, 2020) |
|-----------------------|--|--|
| August 2018           | 2,370  | 2,100  |

### Project Scope and Approach

The objectives of this audit were to (1) identify key processes and internal controls around retail transponder sales and inventory management, (2) review key controls for design effectiveness, (3) perform limited procedures to evaluate selected transactions for operating effectiveness, and (4) propose recommendations, enhancements, and clarifications to strengthen CFX policies and internal controls. Details of the procedures performed, results, and observations are provided in the body of this report.

# EXECUTIVE SUMMARY



## Summary of Audit Procedures Performed and Results

The areas reviewed, audit observations, and relative priority are outlined below:

| Process                        | Key Areas Reviewed   | Total Controls Tested | Number of Observations | Observation Reference | Relative Priority        |
|--------------------------------|--|-----------------------|------------------------|-----------------------|--------------------------|
| Process Governance             | Policies and procedures, system capabilities and reporting                         | 1                     | 2                      | 1, 2                  | 1 – High<br>2 – Moderate |
| Inventory Management           | Order management, receiving, recording, physical counts, reconciliations           | 5                     | 1                      | 3                     | 3 – Low                  |
| Retail Sales & Distribution    | Contract terms and approvals, order fulfillment, transponder and account analytics | 4                     | 1                      | 4                     | 4 – Low                  |
| Accounting & Finance Processes | Purchase order approval, invoice processing, financial reporting                   | 2                     | -                      | -                     | -                        |
| TOTALS:                        |  | 12                    | 4                      | -                     | -                        |

# DETAILED OBSERVATIONS

# DETAILED OBSERVATIONS

## Observation 1 – Inventory Management System

### Relative Priority

High

### Process Governance

### Inventory Management

### Retail Sales & Distribution

### Accounting & Finance

### Observation

TRIMS is the existing customer relationship management (CRM) system. Due to certain limitations within TRIMS, current processes to manage retail transponder inventory and the related financial transactions are manual and heavily reliant on spreadsheets. The current, manual processes in place to manage transponder inventory help reduce the risk of transponder misappropriation and inaccurate recording of retail sales. To further mature the inventory management process, system capabilities could be improved to better support business needs and improve efficiency in the following areas:

- No system capability exists to record and track physical transponder inventory by transponder type, sales channel, and location (e.g. on-site storage vs. consignment). As a result, transponder inventory is maintained manually through spreadsheets, which draw from multiple, disparate data sources. Additionally, some inventory information is maintained separately by both the Toll Operations and Finance Departments.
- No system capability exists to record transponders sold or consigned but not yet activated. Additionally, the system does not support a wider variety of transaction types (e.g. sales, exchanges, transfers, giveaways) or segregate sales by channel (bookstore vs. consignment). Consequently, sales and cost of goods sold are calculated manually using multiple sources of information and are subject to estimation.
- Although several custom reports exist to capture new accounts and transponder activations through certain channels, no comprehensive reporting exists to support critical marketing reporting across all relevant data points.

### Recommendation

Management should form a working group to consider the system capabilities and reporting needs related to retail transponder sales in the areas of inventory management, financial reporting, and marketing reporting. System and reporting needs identified should be explored with the CRM implementation project team to determine if needs can be met by the new CRM system or add-on modules. If needs cannot be met by the new CRM system, management should consider additional alternatives, including the cost/benefit of a new, off-the-shelf application or a custom application to support inventory management, financial reporting, and marketing reporting.



# DETAILED OBSERVATIONS

## Observation 1 – Inventory Management System (continued)

### Relative Priority

High

### Management Response

Management concurs.

### Management Action Plan

CFX will organize a working group comprised of stakeholders involved in retail transponder sales and inventory management processes and IT to discuss fulfillment of key reporting needs through current CRM implementation.

### Action Plan Owner / Due Date

Mike Carlisle, Director of Accounting and Finance / March 31, 2021

### Process Governance

Inventory Management

Retail Sales &  
Distribution

Accounting & Finance

# DETAILED OBSERVATIONS

## Observation 2 – Procedural Documentation

### Relative Priority

Moderate

### Process Governance

### Inventory Management

### Retail Sales & Distribution

### Accounting & Finance

### Observation

Opportunity exists to enhance the current procedural documentation that guides CFX's inventory management practices and its retail transponder sales. Written procedures are an integral component of the infrastructure surrounding each critical business process. Procedures provide guidance in the pursuit of achieving the objectives of the process, help reduce misunderstanding, and increase distribution of pertinent information to those involved in the process.

### Recommendation

Management should update procedural documentation specific to retail transponder sales and inventory management practices to include the following:

- Receipt and recording of purchase orders from retailers
- Reconciliation of goods ordered, invoiced, and shipped
- Recording of inventory transactions; reconciliation of inventory to records
- Recording of significant journal entries (sales revenue, cost of sales, inventory adjustments)

### Management Response

Management concurs.

### Management Action Plan

Management will review all inventory management and transponder sales documentation (including retail sales) to ensure all procedures are adequately documented.

### Action Plan Owner / Due Date

Mike Carlisle, Director of Accounting and Finance; Angela Melton, Manager of Communications; Fred Nieves, Manager—E-Pass and Plaza Operations / December 31, 2020

# DETAILED OBSERVATIONS

## Observation 3 – Inventory Data Access

### Relative Priority

Low

Process Governance

Inventory Management

Retail Sales &  
Distribution

Accounting & Finance

### Observation

As leading practice, an organization should ensure that access to folders containing significant spreadsheets is restricted to appropriate personnel. Currently, key transponder inventory data that is used by Operations to manage inventory levels resides in an Excel spreadsheet on a shared drive. Finance maintains separate inventory records and relies on separate counts to confirm accuracy of balance sheet inventory values. The operational spreadsheet is stored within a folder accessible to all members of the E-Pass back office staff. Although the operational inventory spreadsheet is primarily maintained and managed by only two members of the E-Pass back office staff, several dozen other contractor employees possess the ability to modify the file. Without proper access restriction, key operational transponder inventory data could be lost or overwritten.

### Recommendation

Management should perform a review of access to folders containing significant spreadsheets within the Toll Operations Department to ensure access is appropriate based on role and job responsibility.

### Management Response

Management concurs.

### Management Action Plan

Management will perform a review of access to key operational spreadsheets by the established due date in either the system folders or SharePoint depending on the status of the SharePoint migration.

### Action Plan Owner / Due Date

Fred Nieves, Manager—E-Pass and Plaza Operations / August 31, 2020

# DETAILED OBSERVATIONS

## Observation 4 – Transponder Shipping

### Relative Priority

Low

Process Governance

Inventory Management

Retail Sales & Distribution

Accounting & Finance

### Observation

As transponder orders are received from retail partners, they are forwarded to Toll Operations for fulfillment. A list is compiled as transponders are packed by Toll Operations. The compiled list and box of transponders are given to the Manager of Communications for verification. Prior to shipping, the Manager of Communications performs a physical reconciliation between the order from the retail partner, the physical transponders packed for shipment, the list of transponders provided by Toll Operations, and the invoice prepared by Finance. Based on the current process, shipping and order fulfillment responsibilities for retail transponders are shared between Toll Operations and Communications, which does not align with the strategic objectives of the departments, creates inefficiencies in the process, and is inconsistent with CFX's direct-sales transponder order fulfillment process.

### Recommendation

Management should consider realigning fulfillment and shipping responsibilities to Toll Operations to create more consistency in execution and oversight of the process. As management realigns responsibilities, documentation of the reconciliation between transponders ordered, transponders prepared for shipment, and transponders invoiced, including evidence of approval for the shipment, should be retained. This reconciliation should be performed prior to shipment and by someone not involved in the packing of transponders.

### Management Response

Management concurs.

### Management Action Plan

Management will consider realignment of the order fulfillment and shipping function for the retail program as recommended. As realignment is considered, management will also develop documentation requirements for each retail shipment that includes evidencing the reconciliation between the original order, the shipping manifest verified by physical count of transponders, and the invoice prepared by Finance.

### Action Plan Owner / Due Date

Lisa Lombard, Chief Financial Officer / December 31, 2020

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# MARKETING AND SOCIAL MEDIA AUDIT

March 2020

**CENTRAL  
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# TABLE OF CONTENTS

| Section   | Page |
|---|------|
| Executive Summary                                 | 3    |
| Summary of Audit Procedures Performed and Results | 5    |
| Summary of Peer Benchmarking Results              | 6    |
| Enhancement Opportunities                         | 7    |

# EXECUTIVE SUMMARY



## Overview

### Overview

In accordance with the fiscal year 2020 Internal Audit Plan, Internal Audit reviewed the policies and procedures surrounding Central Florida Expressway Authority (“CFX”) social media management and communication plan. This audit has not been performed previously for CFX.

CFX began using social media on a frequent basis after the statewide centralized customer service system (CCSS) was put in place to support SunPass toll collections. CFX has its own back office and brand, E-PASS, and is not part of the statewide CCSS. In order to effectively respond to CFX customer issues relating to the SunPass system that began in 2018, such as backlogged tolls, billing questions, and long customer service wait times, CFX began a program to leverage social media to respond timely to customer inquiries and to differentiate its brand during a difficult time in SunPass tolling. CFX has continued to be progressive in its use of certain social media platforms for branding purposes, customer outreach initiatives, and to provide an avenue for customers to contact the agency.

CFX procures consulting services from the following outside vendors as part of the social media management process:

1. Day Communications for Public Outreach Education and Communications Consultant Services, which includes assisting with CFX’s overall goal to increase community reach through social media platforms and social media strategy development.
2. Doverwood Communications as an approved subcontractor to the Day Communications contract. Doverwood provides social media subject matter expertise to support Day Communications in the services being provided to CFX.

CFX and its consultants utilize three platforms to manage its social media communications via a variety of channels, including Twitter, Instagram, and Facebook. The three management platforms are Hootsuite and Sprout Social as general social media management and scheduling tools, and Basecamp as a project management tool. CFX maintains the accounts with Hootsuite and Spout Social; however, the Basecamp application is owned by Day Communications.

### Objectives

The objectives of this audit were to (1) Evaluate CFX’s social media management practices, including the management of CFX communication, social media risks, and internal controls, and (2) Compare CFX’s social media management practices to other organizations of similar complexity for opportunities to adopt leading practices.



# EXECUTIVE SUMMARY



## Project Scope and Approach (Continued)

This audit was performed using a three-phased approach as outlined below:

### Phase I – Documentation of Current State Social Media Management Process

Internal Audit documented the current state of social media management and communication processes through interviews with key management personnel and review of existing policies and procedures.

### Phase II – Comparison of Social Media Management Process to Peers

Internal Audit performed a benchmarking comparison of CFX's social media strategies and key controls against those of four peers, including three tolling agencies and one private company in order to identify opportunities for improvement and further understand level of maturity in the CFX social media process.

### Phase III – Assessment and Test of Key Controls for Design Effectiveness

Internal Audit reviewed CFX's processes, policies, and procedures related to social media management against Protiviti's leading practice framework of eight social media risk management processes. Key internal controls within each risk area were identified and tested. A summary of the procedures performed, results, and observations are provided on the following pages.

#### The Eight Core Social Media Risk Management Processes

Develop and Communicate Strategy – *Social media plan aligned with CFX strategy*

Sustain Leadership – *High-level governance and oversight exercised over program and policies*

Promote Culture – *Policies and training support awareness, participation, exposure, and alignment*

Manage Community – *Processes and procedures govern incident response, marketing, and community outreach*

Refresh Content and Programming – *Sharing and posting of information follows a managed process*

Enforce Policies and Governance – *Policies govern acceptable use, security, and risk management*

Deploy Tools – *Processes guide management of tools/platforms*

Measure and Report – *Monitoring of key metrics supports evaluation of results and drives strategy*

# EXECUTIVE SUMMARY



## Summary of Procedures and Results

| Core Risk                               | Key Areas Reviewed  | Total Controls Tested | Number of Opportunities | Opportunity Reference | Relative Priority  |
|---|---|-----------------------|-------------------------|-----------------------|--|
| <b>Develop and Communicate Strategy</b> | Marketing campaign strategy and social media impact   | 2                     | -                       | -                     | -  |
| <b>Sustain Leadership</b>               | Senior leadership involvement in social media processes   | 1                     | -                       | -                     | -  |
| <b>Promote Culture</b>                  | Internal social media processes; Employee, contractor, and vendor policies; Social media training and awareness                         | 3                     | 1                       | 1                     | <b>1 - Moderate</b>  |
| <b>Manage Community</b>                 | Selection of appropriate platforms; Platform access restrictions; Social media communication monitoring; Social media incident response | 4                     | -                       | -                     | -  |
| <b>Refresh Content and Programming</b>  | Social media procedures and brand management  | 3                     | -                       | -                     | -  |
| <b>Enforce Policies and Governance</b>  | Review of social media management, policies and procedures; Legal and compliance implications; Access to sites and security             | 6                     | 3                       | 2, 3, 4               | <b>2 - Moderate</b><br><b>3 - Moderate</b><br><b>4 - Low</b> |
| <b>Deploy Tools</b>                     | Social media tools and change management; Vendor involvement and contracts  | 4                     | -                       | -                     | -  |
| <b>Measure and Report</b>               | Social media metrics and reporting  | 1                     | -                       | -                     | -  |
| <b>TOTALS:</b>                          |   | <b>24</b>             | <b>4</b>                | -                     | -  |

# EXECUTIVE SUMMARY



## Summary of Peer Benchmarking Results

The following benchmarking comparison was created to depict CFX's social media process maturity against those of four peers. Internal Audit performed inquiry with Peers 1-3, which are comparable in size and/or industry to CFX. Peer 4 is a large, Central Florida-based company with a significant social media presence and prevalence in the local community. No testing outside of inquiry was performed over any peer group. The peer benchmarking was considered in developing opportunities for CFX to consider to enhance the maturity of its social media program.

| Topic   | CFX   | Peer 1                                     | Peer 2  | Peer 3                                  | Peer 4  |
|---|---|--|---|---|---|
| Size of Company / Employees in Social Media   | 80 employees / 3 social media employees (1 open position) | 6,500 employees / 2 social media employees | Fewer than 100 employees / 3 social media employees | 50 employees / 3 social media employees | 20,000+ employees / 8+ social media employees |
| Social Media Vendor/Consultant  | X   | X  |   | X                                       |   |
| Additional Social Media Platforms Used (Other than Twitter, Instagram, Facebook, and YouTube) |   |  | LinkedIn  |   | Snapchat, Pinterest                           |
| Senior Management Involvement   | X   |  |   |   | X   |
| Employee Social Media Use Policy  | X   | X  |   | X                                       | X   |
| Contractor Social Media Use Guidelines  |   |  | X   |   |   |
| Social Media Refresh Acknowledgement  |   |  | None  |   |   |
| Social Media Incident Response Procedure  |   | X  |   |   |   |
| Social Media Process Manual   | X   | X  |   |   | X   |
| Anti-Virus and Anti-Malware Software Use  | X   | X  | X   | X                                       | X   |
| Reporting and Metrics   | X   |  | X   | X                                       | X   |

# ENHANCEMENT OPPORTUNITIES

# ENHANCEMENT OPPORTUNITIES

## Opportunity 1 – Social Media Use Guidelines and Awareness

### Relative Priority

Moderate

Deploy and Communicate Strategy

Sustain Leadership

Promote Culture

Manage Community

Refresh Content and Programming

Enforce Policies and Governance

Deploy Tools

Measure and Report

### Observation

Based on the framework of leading practices, the organization should set clear social media use guidelines that are easily accessible to all contractors and employees and should develop periodic internal training programs for employees to promote awareness of policies.

A risk point for CFX is uncontrolled social media use by CFX contractors and their employees that impacts CFX reputation and image. As a result, there is an opportunity to create a separate social media use guideline or policy specific to contractors.

In addition, CFX employees are trained on social media use policies during onboarding, however periodic refresh training or annual acknowledgement of social media use policies is not performed. Continuing education training is not provided annually for employees involved in managing social media for CFX.

Clear contractor policies/guidelines and employee awareness help prevent inappropriate social media use, which could present reputational risk to the organization.

### Recommendation

Management should develop a social media use guideline or policy for CFX contractors and subcontractors to help mitigate potential reputational risk. The following areas can be considered when developing social media use guidelines for contractors and their employees:

- Prohibiting use of CFX brand, name, logo including portrayal as employees of CFX, on social media platforms;
- Prohibiting photos/posting while on CFX premises, in CFX uniform, or while conducting CFX business;
- Usage of social media during crisis situations; and
- Frequently Asked Questions for contractor/subcontractor employees.

Additionally, management should incorporate an annual social media policy acknowledgement for all CFX employees and should implement periodic social media continuing education for employees that work directly with social media platforms and tools.

# ENHANCEMENT OPPORTUNITIES

## Opportunity 1 – Social Media Use Guidelines and Awareness (continued)

### Relative Priority

Moderate

Deploy and Communicate Strategy

Sustain Leadership

Promote Culture

Manage Community

Refresh Content and Programming

Enforce Policies and Governance

Deploy Tools

Measure and Report

### Management Response

Management concurs.

### Management Action Plan

Management will develop a social media use guideline or policy for CFX contractor and subcontractor employees. Management will also incorporate an annual social media policy acknowledgement for all CFX employees. Finally, management will implement periodic social media continuing education for employees that work directly with social media platforms and tools.

### Action Plan Owner / Due Date

Michelle Maikisch, Chief of Staff/Public Affairs Officer / June 30, 2021

# ENHANCEMENT OPPORTUNITIES

## Opportunity 2 – Password Policy and User Access Provisioning

### Relative Priority

Moderate

Deploy and Communicate Strategy

Sustain Leadership

Promote Culture

Manage Community

Refresh Content and Programming

Enforce Policies and Governance

Deploy Tools

Measure and Report

### Observation

As leading practice, social media password parameters and internal controls should comply with CFX IT Policy for overall IT security governance. CFX IT Policy states that passwords should contain at least 8 characters, including a combination of letters, numbers, and special characters, should be changed every 90 days, and should not be shared. In addition, passwords should not be stored in written form unless secured in an approved manner.

Internal Audit identified that password management practices for social media platforms and tools did not conform to leading practice and CFX IT Policy in the following ways:

1. Complexity and rotation;
2. Passwords for social media sites and tools are shared among users; and
3. Passwords are stored in written form in an Excel file.

Strong password controls help prevent security breaches and information loss that could damage reputation.

### Recommendation

Management should review social media platform and tool capabilities against CFX IT Policy to better align social media password controls with the organization's overall IT security strategy. Management should work with IT to align social media passwords to CFX IT Policy where possible.

Management should consider the following areas for improvement across all social media platforms and tools, where supported:

- Revise social media passwords and the ongoing password management process to conform with the complexity and password modification requirements defined in CFX's IT Policy;
- Eliminate the sharing of passwords by creating separate user credentials within Sprout Social and Hootsuite, where possible;
- Establish a standard approval and documentation process to provision and deprovision user access for social media employees and consultants;
- Implement use of a password vault to store and retrieve social media passwords; and
- As a leading practice, incorporate a dual-factor authentication to access social media sites and applications for all provisioned users.

# ENHANCEMENT OPPORTUNITIES

## Opportunity 2 – Password Policy and User Access Provisioning (continued)

### Relative Priority

Moderate

Deploy and Communicate Strategy

Sustain Leadership

Promote Culture

Manage Community

Refresh Content and Programming

Enforce Policies and Governance

Deploy Tools

Measure and Report

### Management Response

Management concurs.

### Management Action Plan

Management will review the recommendation and work collaboratively to develop an approach that improves social media password and user access provisioning controls and aligns with CFX and social media capabilities.

### Action Plan Owner / Due Date

Michelle Maikisch, Chief of Staff/Public Affairs Officer, and Jim Greer, Chief of Technology and Operations / January 31, 2021



# ENHANCEMENT OPPORTUNITIES

## Opportunity 3 – User Access Review

### Relative Priority

Moderate

Deploy and Communicate Strategy

Sustain Leadership

Promote Culture

Manage Community

Refresh Content and Programming

Enforce Policies and Governance

Deploy Tools

Measure and Report

### Observation

Based on the social media framework of leading practices, an organization should ensure that access is appropriately restricted to social media sites and a periodic review of user access should be performed by an employee that is independent of the user administration role.

Not performing periodic review of user access may increase the risk of inappropriate access to social media accounts, which presents a reputational risk to CFX due to the connection the accounts provide to the community.

### Recommendation

Upon completion of the management action plans to provision and deprovision user access in Sprout Social and Hootsuite or other third-party social media management tool, management should implement a periodic process to generate a user listing from the applications and perform an independent review of the user access list for appropriateness.

For other social media platforms not managed by a third-party social media management tool (such as Instagram), management should independently review users with access in conjunction with the third-party social media management tool user listing reviews.

### Management Response

Management concurs.

### Management Action Plan

Management will establish and document a periodic independent review of social media user access lists across all social media tools or platforms.

### Action Plan Owner / Due Date

Michelle Maikisch, Chief of Staff/Public Affairs Officer / December 31, 2020

# ENHANCEMENT OPPORTUNITIES

## Opportunity 4 – Procedural Documentation

### Relative Priority

Low

Deploy and Communicate Strategy

Sustain Leadership

Promote Culture

Manage Community

Refresh Content and Programming

Enforce Policies and Governance

Deploy Tools

Measure and Report

### Observation

CFX's social media practices follow the Social Media policies and Social Media Procedures Manual General Guide to outline the appropriate content to be administered on social media channels, which represents a leading practice. Opportunities exist to enhance the Social Media Procedures Manual General Guide to include additional procedures.

### Recommendation

Management can consider updating Social Media Procedures Manual General Guide to include the following:

- Process of approving social media within campaigns, including any exceptions;
- The appropriate platform to utilize for a campaign to reach an intended audience and goal;
- Creation of accounts, provisioning and de-provisioning of access, account backup and recovery, and brand management for social media platforms and tools;
- Appropriate use of mobile devices to perform social media job functions;
- Social media incident response, inclusive of information leaks and brand infringements;
- Validation that recovery methods for social media accounts are available to CFX if accounts are compromised;
- Compliance with relevant laws including internal governance compliance, legal holds on social media data storage, privacy laws and data protection compliance, and public disclosures and endorsements, as applicable to CFX's environment;
- IT and Legal department involvement in the overall social media process.

### Management Response

Management concurs.

### Management Action Plan

Management will consider the recommended topics as an update to the Social Media Procedures Manual.

### Action Plan Owner / Due Date

Angela Melton, Manager of Communications and Marketing / January 31, 2021

*Face the Future with Confidence*

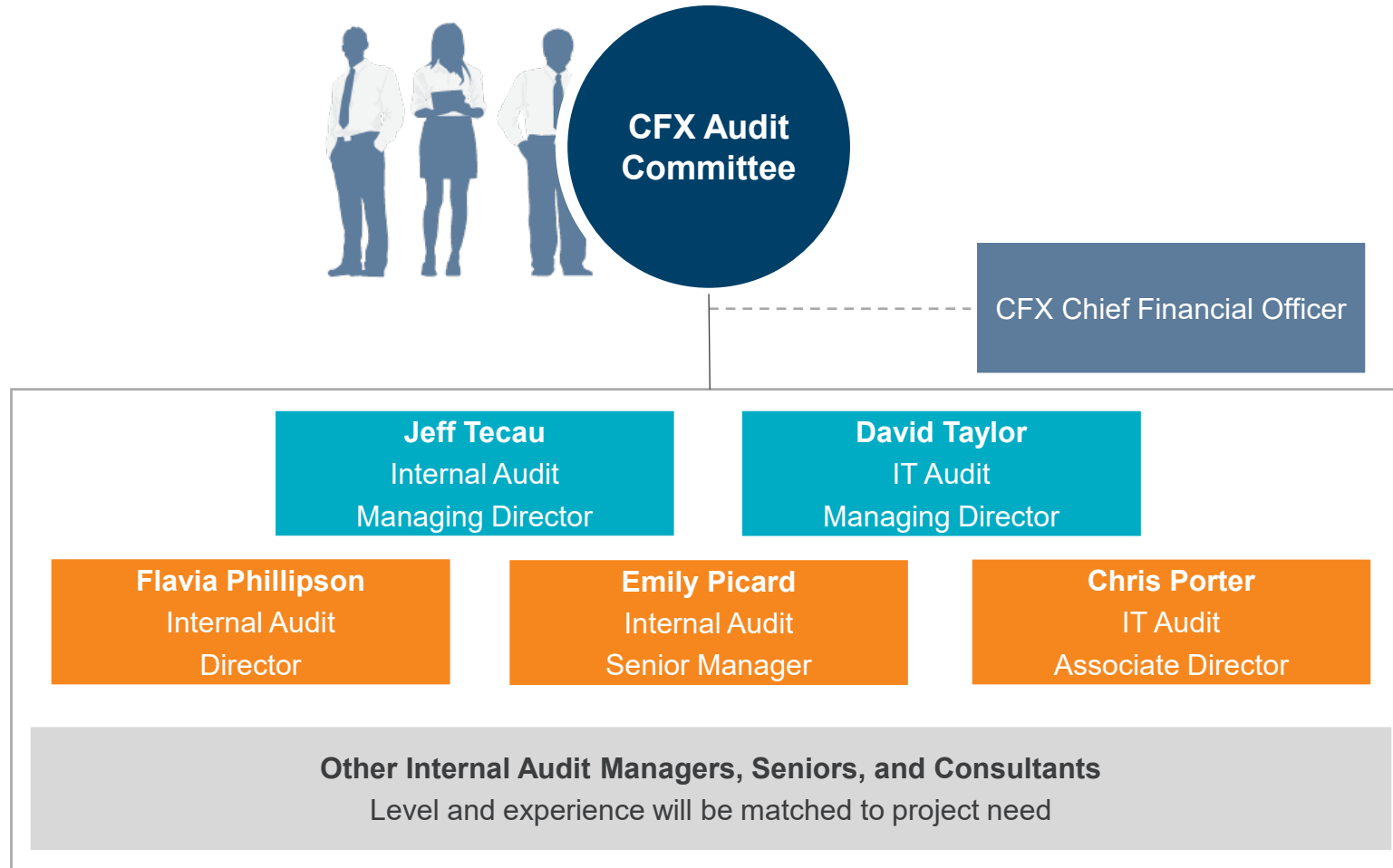
protiviti<sup>®</sup>

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Fiscal 2021 Internal Audit Plan**





For the Fiscal Year Ending June 30, 2021

# YOUR INTERNAL AUDIT TEAM



# BACKGROUND

An annual risk assessment is a critical element of a high-quality Internal Audit department’s responsibility and provides the opportunity to be “front and center” with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2021 risk assessment is to identify and prioritize key areas of risk within CFX to consider in designing the fiscal 2021 Internal Audit plan. The approach to conduct the fiscal 2021 risk assessment and develop the fiscal 2021 Internal Audit plan is depicted below.

|   |  |  |
|---|--|--|
|    | <h3>Identify Key Areas of Risk to be Assessed</h3> | <ul style="list-style-type: none"> <li>• Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with staff</li> <li>• Determine preliminary risk ratings based upon prior year results</li> </ul>  |
|    | <h3>Assess &amp; Prioritize Areas of Risk</h3>     | <ul style="list-style-type: none"> <li>• Conduct interviews with management, the Board, and the Audit Committee Chair to confirm and validate the current enterprise risk model and gain additional insight around risk trending, key changes in the organization, and key initiatives</li> <li>• Aggregate and compile resulting information</li> <li>• Provide a graphical representation of enterprise risks on a risk heat map to prioritize residual areas of risk</li> </ul> |
|   | <h3>Select Focus Areas</h3>                        | <ul style="list-style-type: none"> <li>• Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2021</li> <li>• Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus</li> </ul>   |
|  | <h3>Develop &amp; Approve Audit Plan</h3>          | <ul style="list-style-type: none"> <li>• Establish high-level scoping statements and levels of effort for proposed projects</li> <li>• Finalize budget allotments and propose projects for Audit Committee approval</li> <li>• Finalize proposed timing for selected projects</li> <li>• Finalize Internal Audit plan and obtain Audit Committee approval</li> </ul>   |



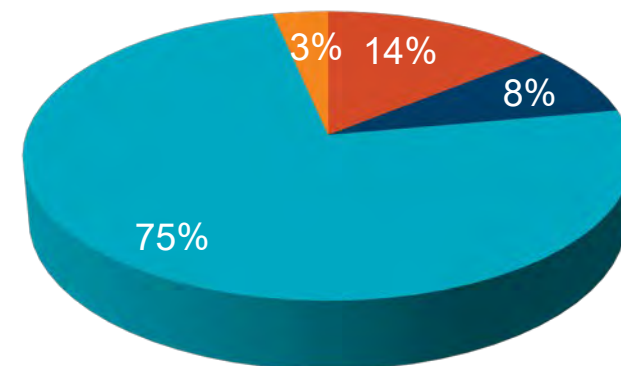
# INTERVIEW LIST

The following 14 individuals were interviewed to gather information to develop the fiscal year 2021 Internal Audit plan:

| Name                    | Title                                     |
|-------------------------|---|
| Kristy Mullane          | Audit Committee Chair                     |
| Laura Kelley            | Executive Director                        |
| Glenn Pressimone        | Chief of Infrastructure                   |
| Lisa Lumbard            | Chief Financial Officer                   |
| Michelle Maikisch       | Chief of Staff and Public Affairs Officer |
| Jim Greer               | Chief of Technology and Operations        |
| Diego “Woody” Rodriguez | General Counsel                           |
| Joann Chizlett          | Director of Special Projects              |
| David Wynne             | Director of Toll Operations               |
| Evelyn Wilson           | Director of Human Resources               |
| Rafael Milan            | Director of Information Technology        |
| Michael Carlisle        | Director of Accounting and Finance        |
| Aneth Williams          | Director of Procurement                   |
| Will Hawthorne          | Director of Engineering                   |

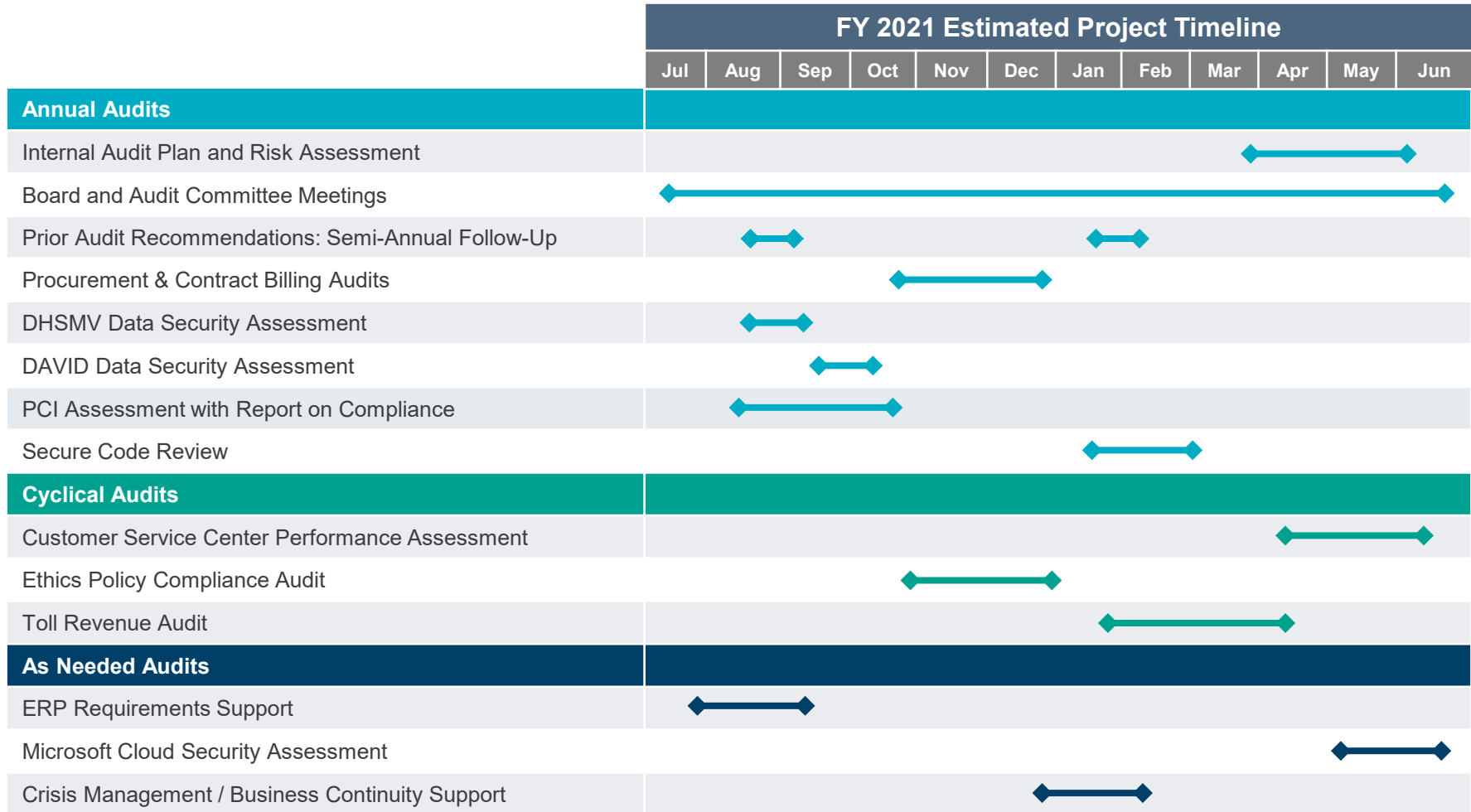
# FY 2021 INTERNAL AUDIT COVERAGE

| Strategic & Governance   | Budget Allocation  | Frequency   |
|--|--|---|
| <ul style="list-style-type: none"> <li>Fiscal 2022 Internal Audit Plan and Risk Assessment</li> <li>Prior Audit Recommendations: Semi-Annual Follow-up</li> <li>Ethics Policy Compliance Review</li> </ul>   | <ul style="list-style-type: none"> <li>\$25,000</li> <li>\$15,000</li> <li>\$40,000</li> </ul>   | <ul style="list-style-type: none"> <li>Annual</li> <li>Annual</li> <li>3 Year Cycle</li> </ul>  |
| <b>Financial</b>   |  |   |
| <ul style="list-style-type: none"> <li>Procurement &amp; Contract Billing Audits</li> </ul>  | <ul style="list-style-type: none"> <li>\$45,000</li> </ul>   | <ul style="list-style-type: none"> <li>Annual</li> </ul>  |
| <b>Operations &amp; IT</b>   |  |   |
| <ul style="list-style-type: none"> <li>DHSMV Data Security Assessment</li> <li>DAVID Data Security Assessment</li> <li>PCI Assessment with Report on Compliance</li> <li>Secure Code Review</li> <li>Toll Revenue Audit</li> <li>Microsoft Cloud Security Assessment</li> <li>Crisis Management / Business Continuity Support</li> <li>Customer Service Center Performance Assessment</li> <li>ERP Requirements Support</li> </ul> | <ul style="list-style-type: none"> <li>\$25,000</li> <li>\$20,000</li> <li>\$85,000</li> <li>\$25,000</li> <li>\$80,000</li> <li>\$50,000</li> <li>\$40,000</li> <li>\$45,000</li> <li>\$50,000</li> </ul> | <ul style="list-style-type: none"> <li>Annual</li> <li>Annual</li> <li>Annual</li> <li>Annual</li> <li>3 Year Cycle</li> <li>As Needed</li> <li>As Needed</li> <li>2 Year Cycle</li> <li>As Needed</li> </ul> |
| <b>Other</b>   |  |   |
| <ul style="list-style-type: none"> <li>Board and Audit Committee Meetings</li> <li>Contingency for Special Projects</li> </ul>   | <ul style="list-style-type: none"> <li>\$15,000</li> <li>\$4,000</li> </ul>  | <ul style="list-style-type: none"> <li>Annual</li> <li>Annual</li> </ul>  |
| <b>Total Internal Audit Budget</b>   | <b>\$564,000</b>   |   |





# INTERNAL AUDIT TIMELINE



# THREE YEAR INTERNAL AUDIT PLAN

| Description   | Frequency    | Date Last Performed | Audit Plan Year |      |      |
|---|--------------|---------------------|-----------------|------|------|
|   |              |                     | 2021            | 2022 | 2023 |
| <b>Annual Internal Audits</b>                                 |              |                     |                 |      |      |
| Internal Audit Plan and Risk Assessment                       | Annual       | 2020                | X               | X    | X    |
| Board and Audit Committee Meetings                            | Annual       | 2020                | X               | X    | X    |
| Prior Year Recommendations: Semi-Annual Follow-up             | Annual       | 2020                | X               | X    | X    |
| Procurement & Contract Billing Audits                         | Annual       | 2020                | X               | X    | X    |
| DHSMV Data Security Assessment                                | Annual       | 2020                | X               | X    | X    |
| DAVID Data Security Assessment                                | Annual       | 2020                | X               | X    | X    |
| PCI Assessment with Report on Compliance                      | Annual       | 2020                | X               | X    | X    |
| Secure Code Review  | Annual       | 2020                | X               | X    | X    |
| Contingency for Special Projects                              | Annual       | N/A                 | X               | X    | X    |
| <b>Cyclical Audits</b>  |              |                     |                 |      |      |
| Customer Service Center Performance Assessment                | 2 Year Cycle | 2019                | X               |      |      |
| Ethics Policy Compliance Audit                                | 3 Year Cycle | 2018                | X               |      |      |
| Toll Revenue Audit  | 3 Year Cycle | 2019                | X               |      |      |
| IT General Controls Review                                    | 3 Year Cycle | 2018                |                 | X    |      |
| Information Security Risk Assessment Refresh                  | 3 Year Cycle | 2018                |                 | X    |      |
| Bond Financing Review   | 5 Year Cycle | 2016                |                 | X    |      |
| Right of Way Audit  | 5 Year Cycle | 2016                |                 | X    |      |
| Business Continuity Management Review                         | 5 Year Cycle | 2017                |                 | X    |      |
| Purchasing Spend Data Audit                                   | 5 Year Cycle | 2017                |                 | X    |      |
| Accounting System Access and SOD Review                       | 5 Year Cycle | 2017                |                 | X    |      |
| Human Resources Process Review                                | 5 Year Cycle | 2017                |                 | X    |      |
| Public Records and Information Management Review              | 3 Year Cycle | 2020                |                 |      | X    |
| Safety and Maintenance Policy and Procedures Compliance Audit | 5 Year Cycle | 2018                |                 |      | X    |
| Toll Violations Audit   | 5 Year Cycle | 2018                |                 |      | X    |
| COSO ERM Governance Review                                    | 5 Year Cycle | 2020                |                 |      |      |
| P-Card and Gas Card Audit                                     | 5 Year Cycle | 2020                |                 |      |      |
| <b>As Needed Audits</b>                                       |              |                     |                 |      |      |
| ERP Requirements Support                                      | As Needed    | N/A                 | X               |      |      |
| Microsoft Cloud Security Assessment                           | As Needed    | N/A                 | X               |      |      |
| Crisis Management / Business Continuity Support               | As Needed    | N/A                 | X               |      |      |
| RPA and Automation Assistance                                 | As Needed    | 2020                |                 | X    |      |
| Policy and Procedure Review                                   | As Needed    | N/A                 |                 | X    |      |
| Compromise Assessment   | As Needed    | N/A                 |                 | X    |      |
| Sensitive Data Review   | As Needed    | 2014                |                 |      |      |
| ITS Security Review   | As Needed    | 2015                |                 |      |      |
| Accounting and Financial Controls Review                      | As Needed    | 2019                |                 |      |      |
| IT Project Management Review                                  | As Needed    | 2019                |                 |      |      |
| Ransomware Review   | As Needed    | 2019                |                 |      |      |
| Cyber Security Incident Response Review                       | As Needed    | 2019                |                 |      |      |

# FY 2021 INTERNAL AUDIT PROJECT DESCRIPTIONS

| # | Project   | Project Description   | Risks   | Estimated Cost |
|---|---|---|---|----------------|
| 1 | <b>Internal Audit Plan and Risk Assessment</b>            | We will conduct a risk assessment to highlight the Expressway Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2021 Internal Audit Plan. In addition, we will conduct the annual review of the completeness of the fraud risk universe and annual refresh of the fraud risk assessment. The information and findings will be utilized to develop the 2021 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process.  | Strategic Planning<br>Fraud<br>Governance   | \$25,000       |
| 2 | <b>Board and Audit Committee Meetings</b>                 | Protiviti will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2021. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.  | Governance  | \$15,000       |
| 3 | <b>Prior Audit Recommendations: Semi-Annual Follow-up</b> | This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee.  | Governance  | \$15,000       |
| 4 | <b>Procurement &amp; Contract Billing Audits</b>          | This audit will encompass a selection of 2 or 3 engineering, construction, maintenance, operations, or legal contracts, with the objective of verifying internal controls are in place to ensure work performed for CFX has been billed in accordance with contractual terms and conditions. The work will include reviewing procurement, reviewing contract SLA's, testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, and using data analytics to identify high risk vendors and/or change orders. | Contract Management<br>Contract Performance Reporting<br>Cost Containment<br>Procurement and Vendor Selection | \$45,000       |
| 5 | <b>DHSMV Data Security Assessment</b>                     | The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information.  | Cyber / Data Security   | \$25,000       |

# FY 2021 INTERNAL AUDIT PROJECT DESCRIPTIONS

| #  | Project   | Project Description  | Risks   | Estimated Cost |
|----|---|--|---|----------------|
| 6  | <b>DAVID Data Security Assessment</b>                 | The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Driver and Vehicle Information Database ("DAVID") Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information  | Cyber / Data Security   | \$20,000       |
| 7  | <b>PCI Assessment with Report on Compliance</b>       | This project will be to fully test CFX's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.2 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.  | Cyber / Data Security   | \$85,000       |
| 8  | <b>Secure Code Review</b>                             | This review will assess the security of production code for applications that are developed in-house. Application's functionality, security standards, and coding practices will be reviewed through documentation and by conducting both automated and manual analysis against the Open Web Application Security Project ("OWASP") framework.   | Cyber / Data Security   | \$25,000       |
| 9  | <b>Customer Service Center Performance Assessment</b> | Leveraging subject matter expertise, Protiviti will conduct an assessment of the customer contact center and consider current needs of the center, including opportunities to reduce staff turnover. The audit will involve a review of the center's performance through an organizational analysis, a customer contact analysis, an analysis of technology, infrastructure and applications, and a statistical data analysis. | Cost Containment<br>Customer Satisfaction<br>Public Relations | \$45,000       |
| 10 | <b>Ethics Policy Compliance Review</b>                | CFX has a formal ethics policy in place. Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation.   | Ethical Compliance  | \$40,000       |

# FY 2021 INTERNAL AUDIT PROJECT DESCRIPTIONS

| #  | Project  | Project Description  | Risks   | Estimated Cost |
|----|--|--|---|----------------|
| 11 | <b>Toll Revenue Audit</b>                              | As CFX continues to migrate cash customers to electronic tolling and increase EPASS account conversion, a new Pay By Plate rate will be put into effect on July 1, 2020. In addition, the Infinity tolling system now generates a majority of CFX revenue with all systems “live” by the time of this audit. This audit will focus on electronic and cash tolling processes and include a review of Infinity transactions for accuracy, the Pay By Plate process and impact to collectability, and cash (manned and unmanned lanes). The audit will include review of (1) controls that verify revenue data captured at the point of origin is completely and accurately recorded to the financial statements, (2) physical safeguarding controls exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts/other reconciling activities), (3) controls in place around processing revenue adjustments to customer accounts are operating according to policy, (4) changes to business processes and controls related to Pay By Plate billing, collection, and monitoring and (5) appropriate reconciliation controls are in place to monitor revenue related to interoperability agreements. Additionally, IT general controls around supporting systems and information technology will be reviewed. | Toll Collections<br>Cash Handling<br>IT Infrastructure / Tolling<br>System Infrastructure<br>Financial Reporting<br>Statewide Interoperability<br>National Interoperability | \$80,000       |
| 12 | <b>ERP Requirements Support</b>                        | This project will include assisting CFX to identify ERP needs across various process owners and stakeholder groups, educating staff on potential ERP capabilities, and gathering requirements for use in the new ERP system Request For Proposal (RFP). Hours allocated to this project may also be used to provide insight into potential ERP providers and unique ERP considerations for CFX.  | Financial Reporting<br>Procurement and Vendor<br>Selection<br>Business / IT Application<br>and Systems  | \$50,000       |
| 13 | <b>Microsoft Cloud Security Assessment</b>             | Internal Audit will conduct an assessment of CFX’s Microsoft cloud computing architecture, including evaluating the strategy, capabilities, operations and processes against industry leading practices. Internal Audit will also review CFX’s strategy in determining what data is stored in the cloud as well the controls utilized to ensure that data’s integrity and availability.  | Cyber / Data Security   | \$50,000       |
| 14 | <b>Crisis Management / Business Continuity Support</b> | This review will focus on how CFX manages Business Continuity, including IT Disaster Recovery plans and Crisis Management. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis). This may be adjusted into a consulting project based on the recent pandemic.   | Business Continuity /<br>Disaster Recovery  | \$40,000       |

# APPENDIX A

## OTHER POTENTIAL AUDITS

# OTHER POTENTIAL AUDITS NOT SELECTED FOR FY 2021 INTERNAL AUDIT PLAN

| # | Project  | Project Description   | Risks   |
|---|--|---|---|
| 1 | <b>IT General Controls Review</b>                                | This review will focus on the Expressway Authority's Information Systems area. To accomplish this, we will assess the policies and procedures that are utilized to support the business critical applications and systems at CFX. Our approach will be to focus on the IT General Computer Controls which include the following components: Change Management, Logical Security, Physical Security, Security Administration, IT Organization & Management.  | Business / IT Applications and Systems<br>IT Infrastructure   |
| 2 | <b>Information Security Risk Assessment Refresh</b>              | Protiviti will conduct a risk assessment of CFX's IT function that will identify asset groupings within the environment and assign them a value so that Management may prioritize in what order to address risks posed to them. This value is based on the likelihood and potential impact of threats posed to these assets, the vulnerabilities they have, and the safeguards surrounding them. This project will be a refresh of the project conducted in FY18.   | Cyber / Data Security   |
| 3 | <b>Bond Financing Review</b>                                     | CFX has \$2.8B of bonds issued and outstanding with varying terms. As part of this project, we will perform a risk assessment of the financing process, a review of the policies (including policies to procure the financial advisor, underwriter, attorneys, and others involved in the financing process), and a review of the process to structure financing deals and manage existing portfolio risk. This project may also include a review of the process to monitor bond covenant compliance.   | Bond Financing / Covenant Compliance                          |
| 4 | <b>Right of Way Audit</b>  | This audit will include a review of the processes and procedures in place to manage Right of Way land acquisitions and may include a review of legal counsel responsibilities, involvement of the ROW Committee, and internal controls around managing legal counsel and other third party costs and overall purchase price. The review may include a trending analysis of appraised cost values for recent purchases and a review of outliers.   | Cost Containment<br>Public Relations<br>Records Management    |
| 5 | <b>Purchasing Spend Data Audit</b>                               | This review will focus on a 100% interrogation of spending data over a three to five year history to identify opportunities for recovery such as vendor overpayments, unused vendor credits, etc. We will use proprietary tools to review the Expressway Authority's detailed spend data for areas of leakage and audit against contracts and other available information as red flags are identified. As a side benefit to any actual recoveries, we will also focus on identifying potential frauds, root causes and process improvement opportunities.   | Cost Containment<br>Fraud<br>Procurement and Vendor Selection |
| 6 | <b>Accounting System Access and Segregation of Duties Review</b> | The financial close and related accounting processes will be reviewed for appropriate segregation of duties among CFX personnel. Protiviti-developed tools will be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the Eden financial package to verify system access restrictions appropriately support segregation of duties and to identify segregation of duties conflicts within the system. We will recommend compensating monitoring controls to the extent necessary. | Financial Reporting<br>Fraud                                  |

# OTHER POTENTIAL AUDITS NOT SELECTED FOR FY 2021 INTERNAL AUDIT PLAN

| #  | Project  | Project Description   | Risks  |
|----|--|---|--|
| 7  | <b>Human Resources Process Review</b>                                | During the Human Resource Process review, we will evaluate the Human Resource process, policies, procedures and related internal controls. The review may include recruiting and hiring; training; performance evaluations; performance, reward, and recognition; and employee terminations. The HR process and controls will be reviewed for compliance with policies and comparison to leading HR practices. Lastly, the succession planning strategy may be reviewed and compared to leading practices.  | Human Resources  |
| 8  | <b>Public Records and Information Management Review</b>              | <p>This review will focus on CFX's records and information management processes and the four cornerstones of a sustainable information governance program:</p> <ol style="list-style-type: none"> <li>1. Compliance with internal policies and legal and regulatory requirements</li> <li>2. Operational efficiencies to minimize disruptions to business operations and improve ways to create, use and dispose of data</li> <li>3. Cost savings from practical solutions that reduce storage and retrieval costs, as well as requirements for responding to investigations, litigation or regulatory requests</li> <li>4. Defensible processes in routine business operations that allow organizations to demonstrate reasonable and good faith efforts when challenged</li> </ol> <p>Data retention surrounding electronic communications via email, mobile, and voice mail will also be reviewed to identify technology needed to assist with capturing and retaining data from such communication.</p> | Records Management   |
| 9  | <b>Safety and Maintenance Policy and Procedures Compliance Audit</b> | The objective of this project will be to review the safety and maintenance policies and procedures in place, including any recent technological enhancements to safety within the system (e.g. new technology measures to help reduce the risk of wrong way driving), vendor management programs, and to test compliance with the safety and maintenance policies and procedures.   | Maintenance and Safety   |
| 10 | <b>Toll Violations Audit</b>   | This audit will focus on reviewing the processes, policies, procedures, technology, and reporting in place around the violations process to verify the process is working as intended. Focus will be on enhancing the efficiencies around the process to review violations and to bill and collect violations revenue. Samples of deleted/voided unpaid toll notices will also be reviewed to verify there is sufficient justification for voiding.   | Toll Violations<br>Toll Collections<br>Business / IT Applications and Systems<br>Customer Satisfaction |
| 11 | <b>COSO ERM Governance Review</b>                                    | This audit will involve an evaluation of the Expressway Authority's governance procedures and internal controls leveraging the COSO ERM and COSO 2013 internal control frameworks as leading practice guidelines.   | Governance<br>Ethical Compliance   |
| 12 | <b>P-Card and Gas Card Audit</b>                                     | The objective of the project will be to review P-card and Gas procurement expenditures to verify purchases are adequately supported and are for valid business purposes.  | Cost Containment<br>Fraud  |



# OTHER POTENTIAL AUDITS NOT SELECTED FOR FY 2021 INTERNAL AUDIT PLAN

| #  | Project   | Project Description   | Risks   |
|----|---|---|---|
| 13 | <b>RPA and Automation Assistance</b>            | This project will include assisting CFX to develop automation use cases, cost benefit analyses, and prototype bot development for an area of significant opportunity for efficiency gains.  | Cost Containment  |
| 14 | <b>Policy and Procedure Review</b>              | CFX has experienced growth in number of people over the past few years. During this audit, Protiviti will review whether Policies and Procedures are reflective of growth. To perform the audit, Protiviti will work with CFX to inventory policies and procedures, review for periods of last update, and make suggestions to mature the process to update policies and procedures. Protiviti may also make suggestions for potential additions to policies that are selected for detailed review. | Governance  |
| 15 | <b>Compromise Assessment</b>                    | Protiviti will conduct an assessment to determine CFX's capability to detect a compromise that has already occurred within the environment. This will include baselining activities, review of information from various tools in the environment, performing manual "hunting" activities, analyzing results, and assisting with enhancement of current capabilities.  | Cyber / Data Security   |
| 16 | <b>Sensitive Data Review</b>                    | This review will include an assessment of how sensitive data is defined and categorized, where it exists logically on the CFX network and systems, and how it is destroyed when it is no longer needed. IT will include a review of any policies that govern sensitive data (as defined by CFX). Additionally, IA will use an automated data loss prevention (DLP) scanning tool to conduct a scan on a sample of systems to confirm sensitive data is stored in appropriate network locations.     | Cyber / Data Security   |
| 17 | <b>ITS Security Review</b>                      | Protiviti will conduct an IT security review of Intelligent Transportation Systems. This review will include an assessment of access controls (physical and logical), hardening procedures, patching processes, and remote connectivity of ITS systems to identify security risks that exist in the ITS network.  | Cyber / Data Security   |
| 18 | <b>Accounting and Financial Controls Review</b> | The objective of this project is to conduct a current state design analysis of key processes, risks, and internal controls within the accounting function and to test the operating effectiveness of key accounting and financial reporting controls, including those designed to detect or prevent fraud. The audit will also include comparisons of CFX's accounting and financial reporting controls to leading practices.   | Financial Reporting<br>Fraud  |
| 19 | <b>IT Project Management Review</b>             | This project will assess CFX's ability to intake, prioritize, deliver on requests from the business. Protiviti will assess the manner in which IT requests are received and accepted, the potential risks that could impact projects, the testing procedures (including unit testing, peer review, integration, regression and user acceptance), project health metrics, change requirements, and resourcing requirements.  | IT Infrastructure<br>Business / IT Applications and Systems<br>IT Operations<br>Strategic Planning<br>Communication |

# OTHER POTENTIAL AUDITS NOT SELECTED FOR FY 2021 INTERNAL AUDIT PLAN

| #  | Project  | Project Description   | Risks  |
|----|--|---|--|
| 20 | <b>Ransomware Review</b>                       | As part of this project, Protiviti will review CFX's ability to prevent a ransomware attack against the organization. Controls surrounding email systems, open network ports, and USB ports will be reviewed as each of these is a channel through which ransomware may enter an organization. Controls that could contain a ransomware outbreak will also be reviewed to assess the effect of an outbreak within the organization should perimeter controls fail. Backup and recovery practices will be reviewed to determine CFX's ability to resume normal business function should ransomware spread throughout the organization. | Cyber / Data Security<br>Public Relations<br>Insurance Coverage                  |
| 21 | <b>Cyber Security Incident Response Review</b> | Internal Audit will review CFX's Cyber Security Incident Response program by assessing the current incident response strategy as well as the related employee training, policies and procedures, and supporting technologies deployed throughout the environment.   | Cyber / Data Security<br>Public Relations<br>Communication<br>Insurance Coverage |

# APPENDIX B ENTERPRISE RISK ASSESSMENT

# ENTERPRISE RISK ASSESSMENT

To assist with the development of the fiscal 2021 Internal Audit Plan, Internal Audit used the prior year risk model as the starting point for discussions with CFX management. Internal Audit asked CFX management to consider the current business environment, critical business initiatives, and prior year audit results to provide input on which risks warranted the most focus in today's environment. In addition, management was asked to identify any new risks that may not have been considered in past years for inclusion in the current risk model.

Internal Audit utilized the aggregated input obtained during interviews with CFX management and from risk surveys of management to develop a list of potential internal audit projects for fiscal 2021, with the objective being to help the Audit Committee and management mitigate areas of highest residual risk, monitor areas of high inherent risk, or to mitigate areas where risks are trending higher.

Risk is defined as follows:

## Risk:

- Is the possibility of an event occurring that will have a negative impact on the achievement of goals and objectives and could also include the cost of missing an opportunity.

## Inherent Risk:

- Is the amount of risk to the business given the environment in which it operates, without considering the application of controls. The risks identified on the following page represent the risk areas deemed most important for CFX to manage and control in order to achieve its goals and objectives.

## Residual Risk:

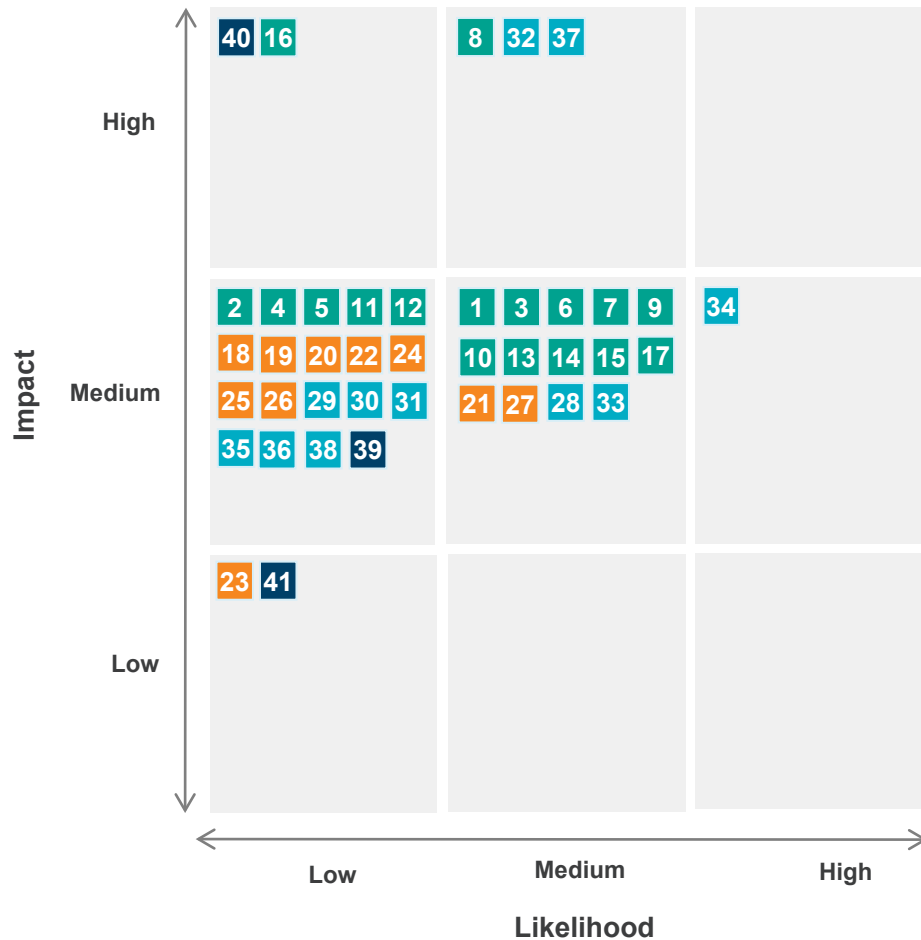
- Is the amount of risk remaining after the application of management controls. Residual risk was judgmentally considered for purposes of this fiscal 2021 audit plan in the selection of potential projects for inclusion in the plan. The results of the residual risk assessment are depicted via the Enterprise Risk Map on the following pages.

# RISK MODEL

|  |  |  |                                       |
|--|--|--|---------------------------------------|
|  <b>Strategic and Governance</b>    | <b>1. Strategic Planning</b>                                 | <b>7. Governance</b>                               | <b>13. Public Relations</b>           |
|  | 2. Organization Structure                                    | 8. Political Environment                           | <b>14. National Interoperability</b>  |
|  | 3. Contingency Planning                                      | <b>9. Ethical Compliance</b>                       | 15. Toll Rate Management              |
|  | 4. Regulatory Changes  | 10. Communication                                  | 16. Asset and Liability Transfer Risk |
|  | 5. Access to Capital   | 11. Leadership                                     | 17. Multimodal Opportunities          |
|  | <b>6. Statewide Interoperability</b>                         | 12. Outsourcing                                    |                                       |
|  <b>Financial</b>                   | <b>18. Fraud</b>   | <b>23. Cash Handling</b>                           |                                       |
|  | 19. Management Performance Reporting                         | <b>24. Procurement and Vendor Selection</b>        |                                       |
|  | 20. Bond Financing / Covenant Compliance                     | <b>25. Contract Performance Reporting</b>          |                                       |
|  | <b>21. Cost Containment</b>                                  | <b>26. Financial Reporting</b>                     |                                       |
|  | 22. Treasury and Liquidity Management                        | 27. Right of Way                                   |                                       |
|  <b>Operations and IT</b>           | 28. Toll Violations  | <b>34. Business Continuity / Disaster Recovery</b> |                                       |
|  | <b>29. Toll Collections</b>                                  | 35. Insurance Coverage                             |                                       |
|  | <b>30. Business / IT Applications and Systems</b>            | <b>36. Customer Satisfaction</b>                   |                                       |
|  | 31. Human Resources  | <b>37. Cyber / Data Security</b>                   |                                       |
|  | <b>32. IT Infrastructure / Tolling System Infrastructure</b> | 38. Toll Discounts / Rebates                       |                                       |
|  | 33. IT Operations  |  |                                       |
|  <b>Regulatory and Compliance</b> | <b>39. Contract Management</b>                               | 41. Records Management                             |                                       |
|  | 40. Maintenance and Safety                                   |  |                                       |

**Bold** represents risks addressed by the FY 2021 Internal Audit plan.

# 2020 ENTERPRISE RISK MAP – RESIDUAL RISK



- | Strategic and Governance |                                    | Operations and IT         |                                       |
|--------------------------|------------------------------------|---------------------------|---------------------------------------|
| 1                        | Strategic Planning                 | 28                        | Toll Violations                       |
| 2                        | Organization Structure             | 29                        | Toll Collections                      |
| 3                        | Contingency Planning               | 30                        | Business/IT Application Controls      |
| 4                        | Regulatory Changes                 | 31                        | Human Resources                       |
| 5                        | Access to Capital                  | 32                        | IT Infrastructure                     |
| 6                        | Statewide Interoperability         | 33                        | IT Operations                         |
| 7                        | Governance                         | 34                        | Business Continuity/Disaster Recovery |
| 8                        | Political Environment              | 35                        | Insurance Coverage                    |
| 9                        | Ethical Compliance                 | 36                        | Customer Satisfaction                 |
| 10                       | Communication                      | 37                        | Cyber/Data Security                   |
| 11                       | Leadership                         | 38                        | Toll Discounts/Rebates                |
| 12                       | Outsourcing                        |                           |                                       |
| 13                       | Public Relations                   | Regulatory and Compliance |                                       |
| 14                       | National Interoperability          | 39                        | Contract Management                   |
| 15                       | Toll Rate Management               | 40                        | Maintenance and Safety                |
| 16                       | Asset and Liability Transfer Risk  | 41                        | Records Management                    |
| 17                       | Multimodal Opportunities           |                           |                                       |
| Financial                |                                    |                           |                                       |
| 18                       | Fraud                              |                           |                                       |
| 19                       | Management Performance Reporting   |                           |                                       |
| 20                       | Bond Financing/Covenant Compliance |                           |                                       |
| 21                       | Cost Containment                   |                           |                                       |
| 22                       | Treasury and Liquidity Management  |                           |                                       |
| 23                       | Cash Handling                      |                           |                                       |
| 24                       | Procurement and Vendor Selection   |                           |                                       |
| 25                       | Contract Performance Reporting     |                           |                                       |
| 26                       | Financial Reporting                |                           |                                       |
| 27                       | Right of Way                       |                           |                                       |

# APPENDIX C

## INTERNAL AUDIT CHARTER

# INTERNAL AUDIT CHARTER

## Central Florida Expressway Authority Fiscal 2021 Internal Audit Department Charter

### Mission & Purpose

The mission of the internal audit department is to provide CFX Board with independent, objective assurance and consulting services designed to add value, improve the Expressway Authority's operations, and enhance transparency. The purpose of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight into whether Expressway resources are responsibly and effectively managed to achieve intended results. The internal audit department helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

### Standards & Professionalism

Internal audit will govern itself by adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, including the Core Principles for the Professional Practice of Internal Auditing, the Definition of Internal Auditing, the Code of Ethics, and International Standards for the Professional Practice of Internal Auditing.

The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, the internal audit activity will adhere to the Expressway's relevant policies and procedures and the internal audit activity's standard operating procedures manual. Internal Audit will report periodically to senior management and the Board regarding the internal audit department's conformance to the Code of Ethics and the Standards.

### Authority

The Internal Auditor is appointed by the Expressway Authority Board, and reports to them through the Audit Committee. The role of the Internal Auditor may be filled by an outside firm that provides internal audit services to the Expressway Authority on an outsourced basis. For administrative purposes, the Internal Auditor reports to the Chief Financial Officer. To establish, maintain, and assure that the Expressway Authority's internal audit department has sufficient authority to fulfill its duties, the Board will:



# INTERNAL AUDIT CHARTER

## Authority (continued)

- Approve the internal audit department's charter.
- Approve the risk-based audit plan.
- Approve the internal audit department's budget and resource plan.
- Receive communications on the internal audit department's performance relative to its plan and other matters.
- Make appropriate inquiries of management and internal audit department to determine whether there is inappropriate scope or resource limitations.

Everything the Expressway Authority does is subject to assessment by internal audit. The Board authorizes the internal audit department to:

- Have full, free, and unrestricted access to all functions, records, property, and personnel pertinent to carrying out any engagement, subject to accountability for confidentiality and safeguarding of records and information.
- Allocate resources, set frequencies, select subject, determine scopes of work, apply techniques required to accomplish audit objectives, and issue reports.
- Obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized service from within or outside the organization, as approved by the Audit Committee.

## Internal Audit Plan

At least annually, the Internal Audit Department will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal/calendar year. The Internal Audit Department will communicate the impact of resource limitations and significant interim changes to senior management and the Board.

The internal audit plan will be developed based on a prioritization of audit universe using a risk-based methodology, including input of senior management and the Board. The Internal Audit Department will review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls. Any significant interim changes from the approved internal audit plan will be communicated to senior management and the Board through periodic activity reports.

# INTERNAL AUDIT CHARTER

## Independence & Objectivity

The internal audit activity will remain free all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of audit selection, scope, procedures, frequency, timing, and report content. If it is determined that independence or objectivity may be impaired in fact or appearance, the details of impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively and in such a manner that they believe in their work product, that no quality compromises were made, and that they do not subordinate their judgment on audit matters to others.

To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operations of the Expressway. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing any operational duties for the Expressway Authority or its affiliates.
- Initiating or approving transactions external to the internal audit department.
- Directing the activities of any CFX employee not employed by the internal audit department, except to the extent that such employees have been appropriately assigned to auditing teams or to otherwise assist internal auditors.

The Internal Auditor will disclose any impairment of independence or objectivity, in fact or appearance, to appropriate parties. The Internal Auditor will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. The Internal Auditor will make a balanced assessment of all the relevant circumstances and take necessary precautions to avoid being unduly influenced by their own interests or by others in forming judgments.

The Internal Audit Department will confirm to the Board, at least annually, the organizational independence of the internal audit activity. The Internal Audit Department will disclose to the Board any interference and related implications in determining the scope of internal auditing, performing work, and/or communicating results.

# INTERNAL AUDIT CHARTER

## Scope

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for the Expressway Authority. Internal audit assessments include determining whether management's processes are adequate and functioning in a manner to ensure:

- Risks relating to the achievement of the Expressway Authority's strategic objectives are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information and the means used to identify, measure, analyze, classify, and report such information are relevant, reliable and understandable.
- Employee, officer, director, and contractor actions comply with policies, standards, procedures, and applicable laws, regulations, and governance standards.
- Resources and assets are acquired economically, used efficiently, and adequately protected.
- Results of programs, plans, and operations consistent with established goals and objectives are achieved.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact the Expressway Authority.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.
- Means of safeguarding assets are adequate and, as appropriate, existence of such assets can be verified.
- Organization's risk management processes are effective.
- Quality of performance of external auditors and the degree of coordination with internal audit are appropriate.
- Specific operations are evaluated at the request of the Board or management, as appropriate.

Internal Audit also considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit department may perform advisory and related client service activities, the nature and scope of which will be agreed with the Expressway Authority, provided the internal audit department does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

# INTERNAL AUDIT CHARTER

## Responsibility

The internal audit department's responsibility includes, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives. This includes:

- Ensuring each engagement of the internal audit plan is executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with applicable conclusions and recommendations to appropriate parties.
- Ensuring the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensuring the internal audit department collectively possesses or obtain the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensuring trends and emerging issues that could impact the Expressway Authority are considered and communicated to senior management and the Board as appropriate.
- Ensuring emerging trends and successful practices in internal auditing are considered.
- Establishing and ensuring adherence to policies and procedures designed to guide the internal audit department.
- Ensuring adherence to the Expressway Authority's relevant policies and procedures, unless such policies and procedures conflict with the internal audit charter. Any such conflicts will be resolved or otherwise communicated to senior management and the Board.
- Ensuring conformance of the internal audit department with the Standards, with the following qualifications:
  - If the internal audit department is prohibited by law or regulation from conformance with certain parts of the Standards, the internal audit department will ensure appropriate disclosures and will ensure conformance with all other parts of the Standards.
  - If the Standards are used in conjunction with requirements issued by other authoritative bodies, the internal audit department will ensure conformance with the Standards, even if the internal audit department also conforms with the more restrictive requirements of other authoritative bodies.

# INTERNAL AUDIT CHARTER

## Reporting & Monitoring

A written report will be prepared and issued by the Internal Audit Department following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Board.

The internal audit report may include management's response and corrective action taken or to be taken in regard to the specific findings and recommendations. Management's response, whether included within the original audit report or provided thereafter (i.e. within thirty days) by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

The internal audit activity will be responsible for appropriate follow-up on engagement findings and recommendations, and reporting periodically to senior management and the Board any corrective actions not effectively implemented. All significant findings will remain in an open issues file until cleared.

The Internal Audit Department will periodically report to senior management and the Board on the internal audit activity's purpose, authority, and responsibility, as well as performance relative to its plan and conformance with the IIA's Code of Ethics. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the Board. Results of audit engagements and other activities, resource requirements, and any response to risk by management that may be unacceptable to the Expressway Authority will also be communicated periodically to the Board.

## Quality Assurance & Improvement Program

The internal audit activity will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit activity's conformance with the Definition of Internal Auditing and the Standards and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

The Internal Audit Department will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years by a qualified, independent assessor or assessment team from outside the Expressway Authority.

# *Face the Future with Confidence*

© 2020 Protiviti Inc. All Rights Reserved. This document has been prepared for use by the CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti®

**CONSENT AGENDA ITEM**


**#18**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Laura Newlin Kelly, Associate General Counsel 

DATE: August 4, 2020

RE: Agreement for Right-of-Way Transfer and Continuing Maintenance between Orange County ("County") and the Central Florida Expressway Authority ("CFX") pertaining to State Road 417 and Boggy Creek Road  
Project No. 417-454 Boggy Creek Road  
Portions of Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B

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## BACKGROUND

Central Florida Expressway Authority's predecessor in interest (now "CFX") acquired various real properties for the construction of State Road (S.R.) 417 and associated facilities. The acquisition included parcels 45-402A, 45-402B, 45-501A and 45-501B, portions of which were subsequently developed as local road right-of-way for Boggy Creek Road. Parcels 45-45-402A and 402B were acquired from Maria Teresa Crespi, Pedro Jose Crespi and Jose L. Crespi for \$225,276.61 pursuant to that certain Stipulated Order of Taking, Case No. CI91-6724 in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida entered on October 18, 1991. Parcels 45-501A and 45-501B consisted of over 100 acres and were acquired from Lake Nona Corporation for \$8,048,290 pursuant to that certain Warranty Deed recorded on November 14, 1991 in Official Records Book 4345, Page 3237, Public Records of Orange County, Florida. Orange County owns parcels 45-400 and 45-401 ("County Parcels"), which contain portions of right-of-way currently utilized as a part of CFX's Expressway System.

As part of the construction of S.R. 417 ("Expressway Facilities"), CFX relocated or realigned local roadways, constructed bridges over local roadways, widened local roadways, and constructed retention ponds to serve the local roadway network and to support CFX's Expressway System. As a result of the reconfiguration of the local roadways and substantial nature of the acquisition of the public right-of-way for the Expressway Facilities, when the construction on the local roadway reconfigurations and the Expressway Facilities was complete, CFX retained fee simple ownership of portions of certain local roadways that were a part of the City of Orlando and Orange County's ("County") local roadway systems. Those portions of parcels 45-402A, 45-402B, 45-501A and 45-501B that are part of the County roadway system ("CFX Parcels") are more particularly depicted on the map attached hereto as **Attachment "A"** ("Map").



In order to ensure all local road right-of-way and associated facilities are owned by the County and all right-of-way and associated facilities operated as a part of the Expressway System are owned and maintained by CFX, CFX and the County desire to enter into the proposed Right-of-Way Transfer and Maintenance Agreement to effectuate a transfer of the ownership interests. The proposed Right-of-Way Transfer and Maintenance Agreement is attached hereto as **Attachment "B"** ("Agreement"). Pursuant to the terms of the proposed Agreement, CFX agrees to transfer certain CFX Parcels to the County for ownership and maintenance, subject to a drainage easement in favor of CFX, and the release and reestablishment of the limited access right-of-way lines depicted on the Map. The conveying instrument will include a deed restriction and reverter in the event the County fails to utilize the CFX Parcels for public right-of-way. In exchange for said transfer, the County agrees to transfer to CFX those portions of the right-of-way currently owned by the County but utilized as a part of CFX's Expressway System and identified herein as the County Parcels. The County Parcels are more specifically depicted on the Map.

Portions of the CFX Parcels and County Parcels are encumbered with limited access lines held by CFX running along the western and eastern boundaries of Boggy Creek Road north and south, respectively ("Existing L/A Lines"). Since Boggy Creek Road is a local roadway, it is in the best interest of CFX to relocate and reestablish the location of the Existing L/A Lines in accordance with the terms of the Agreement.

The proposed Agreement will further memorialize and reiterate the maintenance obligations of the County and CFX with regard to local infrastructure and Expressway System infrastructure, including, without limitation, the maintenance obligations of the drainage easement.

Pursuant to CFX's Property Acquisition, Disposition & Permitting Procedures Manual, CFX staff and CFX's General Engineering Consultant examined the CFX Parcels and determined that the CFX Parcels are not needed to support existing Expressway Facilities, provided CFX retains a drainage easement over portions of the CFX Parcels and additional real property owned by the County. Accordingly, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of an Expressway Facility or for CFX purposes and that the disposition of the CFX Parcels would not impede or restrict the Expressway System. A copy of the certification is attached hereto as **Attachment "C"**.

Based on the County's ongoing use, operation and maintenance of the CFX Parcels as public right-of-way, the proposed Agreement was prepared and provided to the County for review and consideration. The County has reviewed the Agreement and agrees with its form, subject to confirmation of the exact legal descriptions and the technical portions of the Agreement. On or about July 14, 2020, the County submitted to CFX a request to declare the CFX Parcels as surplus and for approval of the Agreement. A copy of the County's application is attached hereto as **Attachment "D"**.

The Right of Way Committee met and reviewed this item on July 22, 2020 and has recommended that the CFX Parcels and Existing L/A Lines be declared surplus and that the CFX

Board approve the proposed Agreement. As such it is recommended that the CFX Board declare the CFX Parcels and Existing L/A Lines as surplus property and approve the Agreement with the County for the exchange of real property, release and reestablishment of the limited access lines and the reservation of a drainage easement in favor of CFX.

### REQUEST

A recommendation by the Right-of-Way Committee for CFX Board's approval of the Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County and Release and Reestablishment of Limited Access Lines and the Approval of the Right of Way Transfer and Continuing Maintenance Agreement with CFX and County in a form substantially similar to the attached Agreement, subject to the following: (1) separate notice to the local government in which the CFX Parcels, County Parcels, and Existing L/A Lines are located is not required; (2) conveyance of the CFX Parcels 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 CFX Parcels for public right-of-way; (3) reservation of a drainage easement over portions of the CFX Parcels and additional real property owned by the County; (4) the Existing L/A Lines will not be released until the CFX Parcels are conveyed to the County and the County Parcels are conveyed to CFX to reestablish the location of the limited access lines; and (5) approval of the legal descriptions, deeds, maintenance functions, and maintenance responsibilities by CFX's General Engineering Consultant and any minor or clerical revisions approved by the General Counsel or designee.

### ATTACHMENTS

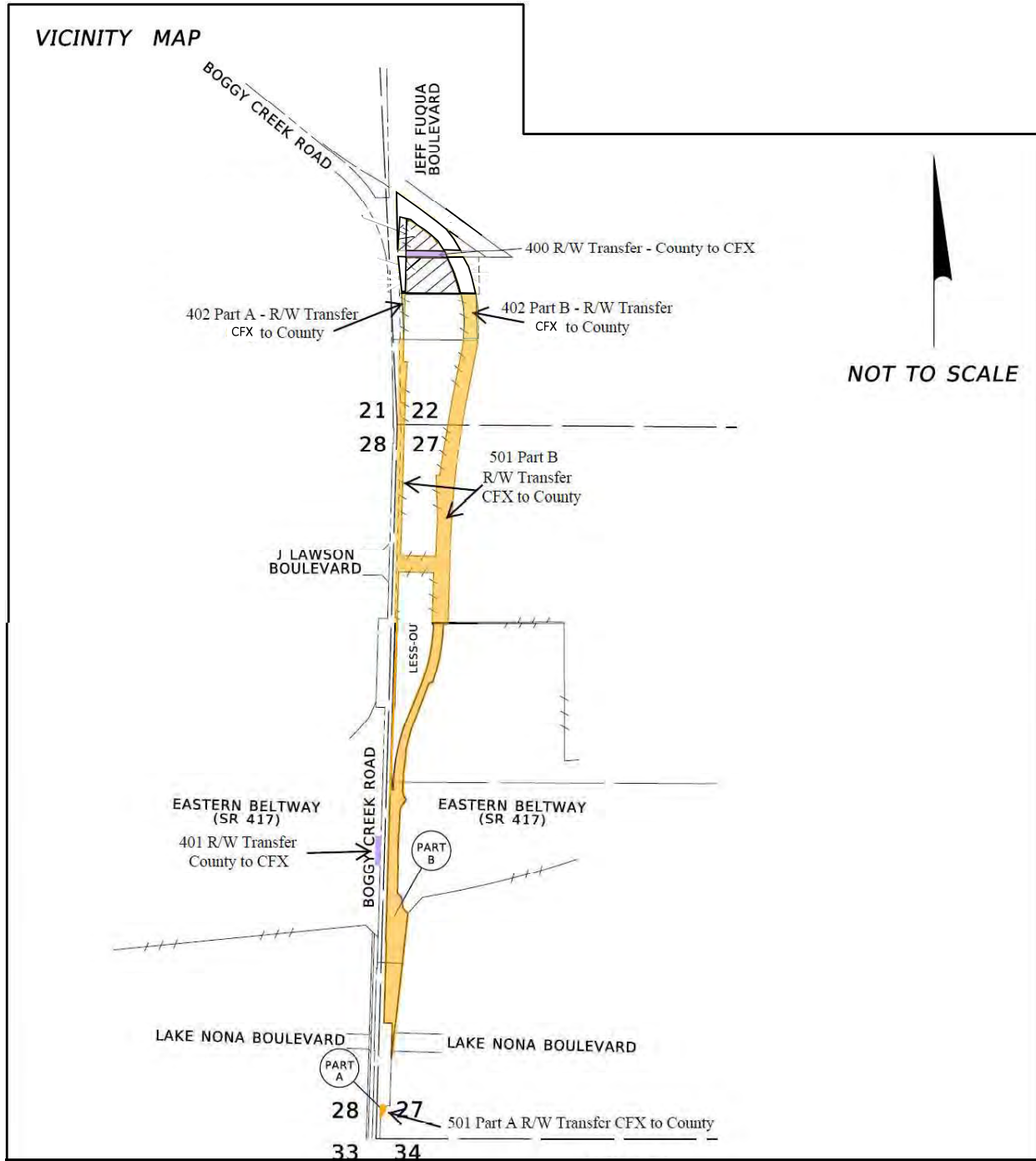
- A. Map
- B. Right-of-Way Transfer and Continuing Maintenance Agreement
- C. Certificate from CFX's General Engineering Consultant
- D. Application from Orange County dated July 14, 2020
- E. Resolution Declaring Property as Surplus Property Available for Sale, Authorizing the Transfer of Surplus Property with Orange County and Release and Reestablishment of Limited Access Lines Pursuant to a Right of Way Transfer and Continuing Maintenance Agreement

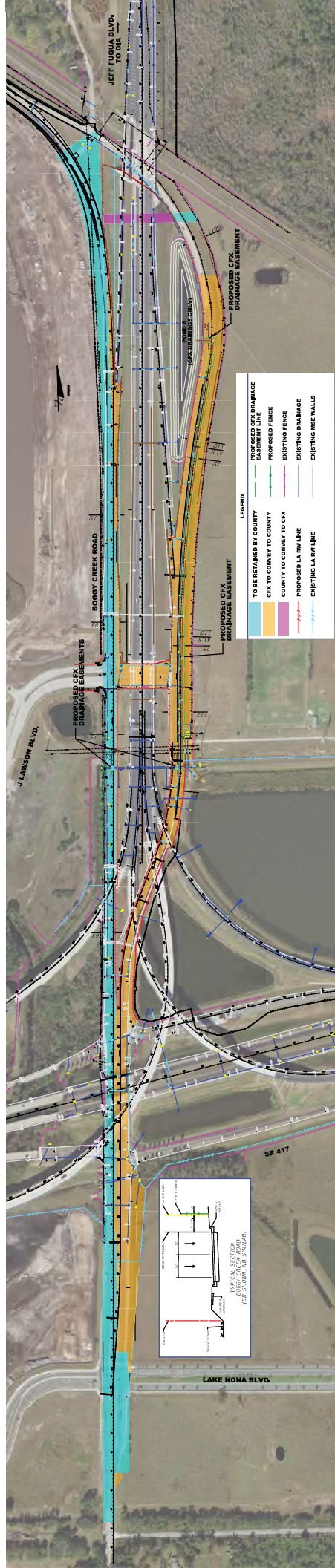
Reviewed By: \_\_\_\_\_



# ATTACHMENT "A"

## BOGGY CREEK JURISDICTIONAL TRANSFERS EXHIBIT







**ATTACHMENT "B"**

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT  
BETWEEN  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND ORANGE COUNTY, FLORIDA  
(Boggy Creek Road)**

**THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT** (“Agreement”) is made and entered into on the last date of execution below by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32801-1393 (“County”). CFX and County are sometimes collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, pursuant to Section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System (“Expressway System”) and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access; and

**WHEREAS**, pursuant to Section 125.01 and Chapter 336, Florida Statutes, County is empowered to provide and maintain arterial and other roads encompassing the county road system for the benefit of its citizens; and

**WHEREAS**, pursuant to Section 335.0415, Florida Statutes, “public roads may be transferred between jurisdictions . . . by mutual agreement;” and

**WHEREAS**, Section 163.01, Florida Statutes, authorizes both Parties to this Agreement to enter into Interlocal Agreements; and

**WHEREAS**, in the course of the construction State Road (S.R.) 417 and Boggy Creek Road, CFX, County and City of Orlando acquired certain real property for the benefit of the local jurisdictions and constructed thereon certain roadways and other improvements to ensure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway Facilities (hereinafter defined), thus making both the Expressway Facilities and the local road system compatible; and

**WHEREAS**, the construction of S.R. 417 and Boggy Creek Road is completed, and both Parties desire to conclude the land conveyances to ensure that title to all of County's right-of-way and related facilities is vested in County, subject to certain rights retained by CFX, and title to all of CFX's right-of-way and related facilities and crossings is vested in CFX; and

**WHEREAS**, the Parties desire to enter into a right-of-way transfer and maintenance agreement reserving certain easements over and across portions of the Easement Areas (hereinafter defined); and

**WHEREAS**, concurrent with the conveyance of fee simple interest in the CFX Property (hereinafter defined) and County Property (hereinafter defined), the Parties agree to release, relocate, and reestablish certain limited access lines in favor of CFX, and remove, relocate, or construct any fences, walls, or light poles within the limited access line in accordance with the terms and conditions hereof; and

**WHEREAS**, the Parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

**NOW THEREFORE**, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and County agree as follows:

1. **Recital**. The above recitals are true and correct and form a material part of this Agreement and are incorporated herein by reference.

2. **Right-of-Way Maps**. CFX previously delivered to County a full and complete set of right-of-way maps consisting of S.R. 417 Project 417-454 Boggy Creek Road.

3. **CFX Conveyance**. CFX agrees to transfer, assign, and convey to County, and County agrees to accept by quit claim deed, all of CFX's right, title, and interest in and to the real property located in Orange County, Florida designated as CFX parcels 45-402A, 45-402B, 45-501A, and 45-501B as more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference ("**CFX Property**"), subject to the covenants, reservations, conditions, restrictions, and easements of record, including, without limitation, a reservation for any air rights associated with any Expressway System bridge crossings of local roads. CFX and County agree that the quit claim deed to be executed and delivered under the provisions of this section shall be substantially in the form attached hereto as **Exhibit "B"** and incorporated herein by reference ("**CFX Deed**").

4. **County Conveyance**. County agrees to transfer and convey to CFX, and CFX agrees to accept by county deed, all of County's right, title, and interest in and to the real property located in Orange County, Florida designated as CFX parcels 45-400 and 45-401 as more specifically described in **Exhibit "C"** attached hereto and incorporated herein by reference ("**County Property**"), subject to the covenants, reservations, conditions, restrictions, and easements of record. CFX and County agree that the county deed to be executed and delivered under the provisions of this section shall be consistent with the requirements of Section 125.411,

Florida Statutes, and be substantially in the form attached hereto as **Exhibit “D”** and incorporated herein by reference (“**County Deed**”).

5. **Easements for Expressway Facilities.** The Parties agree that County shall grant to CFX, its successors, and assigns, a perpetual, exclusive easement (“**Easement**”) over, upon, under, and across that certain real property more specifically described in **Exhibit “E”** attached hereto and incorporated herein by reference (“**Easement Areas**”) for the purpose of providing stormwater conveyance, outfall, retention, and detention facilities (collectively, the “**Stormwater Facilities**”) for S.R. 417 bridges, ramps, columns, fencing, signage, and related structures and facilities (collectively, “**Expressway Facilities**”), including without limitation, the right to access, install, construct, use, operate, maintain, alter, improve, repair, replace, renew, expand, and remove the Stormwater Facilities. The Parties agree that the terms and conditions of the Easement shall be substantially in the form attached hereto as **Exhibit “F”** and incorporated herein by reference (“**Easement Agreement**”). County expressly agrees for itself and its successors and assigns to refrain from any use of the Easement which would interfere with the Expressway Facilities or otherwise constitute a hazard for the Expressway Facilities. The Easement shall inure to the benefit of and be enforceable by CFX and its successors and assigns.

6. **Release of Limited Access Line by CFX.** Upon delivery of the County Deed and Easement Agreement to CFX, CFX hereby agrees to execute a notice of release of the limited access rights and lines represented by the limited access lines described in **Exhibit “G”** attached hereto and incorporated herein by reference (“**Existing L/A Lines**”); provided, however, the Parties agree this release shall not impact any other limited access lines or rights and the remaining lines and rights shall remain in full force and effect. The Parties agree that the terms and conditions of the notice of release shall be substantially in the form attached hereto as **Exhibit “H”** and incorporated herein by reference (“**Release**”). The Parties agree and acknowledge that the limited access line shall be reestablished as more particularly depicted and established in the County Deed and CFX Deed, which reestablishment shall occur upon the recording of the County Deed and CFX Deed and the legal descriptions referenced therein (“**New L/A Lines**”). The Parties agree and acknowledge that the release is made without any warranty or representation by CFX and is being released to County “AS IS, WHERE IS, WITH ALL FAULTS,” in such condition as the same may be on the Closing Date and will not act to convey or restore any abutter’s rights including, without limitation, any claims for air, light and view between any abutting property and CFX’s remaining property. To the extent permitted under, and without waiving any of the provisions of, Section 768.28, Florida Statutes, County further agrees to release and discharge CFX from any and all past, present, and future claims or actions arising out of, or in any way connected with, the location or relocation of the limited access line, including, without limitation, any claim for loss of access to any County’s remaining property, business damages, severance damages, or any other damages.

7. **Removal and Replacement of Fence, Light Poles, and Walls.** At the Closing, County agrees to grant CFX a license to remove any existing fences, walls, light poles, or any other structures located within the CFX Property or along the Existing L/A Line and replace, relocate, reinstall, or construct a new fence, wall, or light poles, within the CFX Property or along the New L/A Lines. This license shall remain in effect for eighteen (18) months from the Closing Date. CFX shall be responsible, at no cost to County, for any and all costs and expenses associated

with CFX's exercise of the license and the removal, relocation, reinstallation, or construction of any fences, walls, light poles, or other structures associated with the license.

8. **Future and Continuing Maintenance.** The Parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility applicable to the following areas: 1. Local road bridge over CFX expressway system; 2. CFX expressways bridge over local road; 3. Canals/waterways originating or extending beyond CFX right-of-way; 4. Canals/waterways within CFX right-of-way; 5. Detention/retention pond and structures; 6. Utilities; and 7. Roadways (collectively, the "**Maintenance Areas**"), as such areas are defined in **Exhibit "I"** attached hereto and incorporated herein by reference. The Parties agree to perform, each at its sole cost and expense, and accept responsibility for any and all continuing and future maintenance obligations and responsibility for the Maintenance Areas as particularly allocated to each Party pursuant to **Exhibit "J"** attached hereto and incorporated by reference. The Parties agree that the maintenance functions and future and continuing maintenance responsibilities, as defined and allocated in **Exhibits "I" and "J,"** respectively, are necessary and properly defined and allocated. CFX does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibits "I" and "J"** and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibility shall commence as of the date of this Agreement. County does hereby agree to assume the future and continuing maintenance responsibility as outlined on **Exhibits "I" and "J"** and to perform such maintenance in a timely, workmanlike manner. Said maintenance responsibilities shall commence as of the date of this Agreement.

9. **Consideration.** The consideration for the CFX Property to be transferred to County and the County Property to be transferred to CFX, collectively referred to herein as the "**Property**," shall be the respective values attributed thereto, the release and reestablishment of the L/A Line, the removal and replacement of fences, light poles, and walls, and the continuing and future obligations to maintain the Property.

10. **Evidence of Title.** At any time before Closing, either party may, at its sole cost and expense, order a commitment from an agent for a policy of owner's title insurance ("**Commitment**") which shall be written on a title insurance company reasonably satisfactory and acceptable to that party.

11. **Survey.** Either party shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense ("**Survey**"). The surveyor shall provide certified legal descriptions and sketches of said descriptions and the legal descriptions will be included in the deed subject to the approval of the Parties.

12. **Deed Restriction; Reverter.** The CFX Property conveyed to County shall be utilized for the purpose of public right-of-way. The Parties agree that the CFX Property shall have imposed thereon a use restriction consistent with the following ("**Use Restriction**"):

"By acceptance of this deed, County agrees that the CFX Property shall only be used for public right-of-way. Further, the foregoing use restriction shall run with title to the CFX Property for a term of the lesser of forty (40) years after the date of recording of this deed



or the maximum number of years allowable by law (“**Term**”). During the Term, if the CFX Property ceases to be used as public right-of-way, CFX may elect to pursue any remedies available to the CFX in law or equity including, without limitation, specific performance, or for all right, title, and interest to the CFX Property that is not used for public right-of-way to automatically revert back to CFX at no cost to CFX. In such event, CFX shall notify County in writing of its intent to exercise its right of reverter with respect to the CFX Property (“**Reversion Notice**”). Notwithstanding the foregoing, in the event County desires to cease operation of the CFX Property as public right-of-way or otherwise sell, convey, or transfer the CFX Property to a third party, County shall provide written notice to CFX of such (“**Sale Notice**”) and in such event, CFX shall have the right of first refusal and shall have ninety (90) days from County’s receipt of the Sale Notice to deliver to Grantee a Reversion Notice.”

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.

13. **Closing Date and Location.** The closing of the conveyances contemplated under this Agreement (“**Closing**”) shall be held on or before sixty (60) days after the Effective Date (hereinafter defined) or such earlier date selected by CFX upon not less than ten (10) days’ prior written notice to County (“**Closing Date**”), at the offices of CFX, or CFX’s attorney, or any other place which is mutually acceptable to the Parties. The Closing Date is subject to an option to extend that may be exercised with written approval from the Manager of Orange County Real Estate Management Division and the Executive Director of CFX, as applicable.

14. **Conveyance of Title.** The Parties shall execute and deliver to the other the required CFX Deed, County Deed, Easement, and Release as described above.

15. **Closing Documents and FIRPTA Affidavit.** At Closing, each owner of the Property (“**Owner**”) shall sign a closing statement, if applicable, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner’s taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. In the event one of the Parties elects to obtain a Commitment, the other Party shall execute an owner’s affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes.

16. **Recording.** County agrees to record the CFX Deed, County Deed, Easement Agreement, and Release (“**Closing Documents**”) no later than thirty (30) days after delivery of the original Closing Documents to County. CFX agrees to pay fifty percent (50%) of the costs of the recording of the Closing Documents within ten (10) business days after execution of the Closing Documents. County agrees to deliver to CFX a copy of the recorded CFX Deed and Release and original of the recorded County Deed and Easement Agreement.

17. **Agreement Not Recorded.** This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the Parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

18. **As-Is Conveyance.**

- a. **Conveyance by CFX to County.** County hereby agrees, acknowledges and understands that the CFX Property is being conveyed to County “AS IS, WHERE IS, WITH ALL FAULTS,” in such condition as the same may be on the Closing Date, without any representations or warranties by CFX as to any condition of the CFX Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. CFX makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the CFX Property, or any part thereof, or to the fitness of the CFX Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the CFX Property, or the failure of the CFX Property to meet any standards. In no event shall CFX be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous substances are discovered on, at, or under the CFX Property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees, and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. (CFX Manual, Sec. 5-6.09) County has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the CFX Property “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that CFX has disclaimed herein any and all warranties, express or implied.
- b. **Conveyance by County to CFX.** CFX hereby agrees, understands and acknowledges that the County Property is being conveyed “AS IS, WHERE IS, WITH ALL FAULTS,” in such condition as the same may be on the closing date, without any representations or warranties by County as to any condition of the County Property, including, without limitation, surface and subsurface environmental conditions, whether latent or patent. County makes no guarantee, warranty, or representation, express or implied, as to the quality, character, or condition of the County Property, or any part thereof, or to the fitness of the County Property, or any part thereof, for any use or purpose, or any representation as to the nonexistence of any hazardous substances. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the County Property, or the failure of the County Property to meet any standards. In no event shall County be liable for any incidental, special, exemplary, or consequential damage. In the event that any hazardous

substances are discovered on, at, or under the property, neither party shall maintain any action or assert any claim against the other, its successors and their respective members, employees, and agents arising out of or relating to any such hazardous substances. The provisions of this Section shall survive the Closing. CFX has read and understands the provisions of this Section and acknowledges and agrees that except as expressly set forth in this Agreement, it is acquiring the County Property “**AS-IS, WHERE IS AND WITH ALL FAULTS**” and that County has disclaimed herein any and all warranties, express or implied.

19. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director  
Telephone: (407) 690-5000  
Facsimile: (407) 690-5011

With a copy to: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: General Counsel  
Telephone: (407) 690-5000

COUNTY: Orange County Real Estate Management Division  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: Manager  
Telephone: (407)836-7070  
Facsimile: (407) 836-5969

With a copy to: Orange County Attorney’s Office  
P. O. Box 1393  
Orlando, Florida 32802-1393  
Telephone: (407) 836-7320  
Facsimile: (407) 836-5888

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. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

20. **Default.** In the event either of the Parties breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by said party under the terms and provisions of this Agreement, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations, or liability hereunder. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

21. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by both Parties. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, including by electronic (including digital) signature in compliance with Chapter 668, Florida Statutes, 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 CFX do hereby agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at or prior to Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that the exclusive venue and jurisdiction for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

22. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

23. **Survival of Provisions.** All representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to, or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to, or by reason of this Agreement.

24. **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

25. **Effective Date**. This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and County ("**Effective Date**").

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

[ SIGNATURES TO FOLLOW ]

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**“COUNTY”**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County  
Comptroller, Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Print Name: \_\_\_\_\_

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**“CFX”**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Date: \_\_\_\_\_

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

**LIST OF EXHIBITS**

- Exhibit “A” - Legal Description of the CFX Property**
- Exhibit “B” - CFX Deed**
- Exhibit “C” - Legal Description of the County Property**
- Exhibit “D” – County Deed**
- Exhibit “E” – Easement Areas**
- Exhibit “F” - Easement Agreement**
- Exhibit “G” – Existing L/A Lines**
- Exhibit “H” - Release**
- Exhibit “I” - Detailed Maintenance Functions**
- Exhibit “J” - Maintenance Responsibility**

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**EXHIBIT "A"**  
**Legal Description of the CFX Property**



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-402 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART A

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 54.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°03'56" WEST, A DISTANCE OF 356.11 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 5737.58 FEET, A CHORD BEARING OF SOUTH 00°21'30" EAST, A CHORD DISTANCE OF 356.35 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 03°55'03" EAST, RUN SOUTHERLY 356.41 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°33'33"; THENCE NORTH 89°32'19" WEST, A DISTANCE OF 25.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,508 SQUARE FEET, MORE OR LESS.

PART B

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 546.51 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.42 FEET, A CHORD BEARING OF NORTH 03°07'21" WEST AND A CHORD DISTANCE OF 356.69 FEET; THENCE FROM A TANGENT BEARING OF NORTH 05°52'57" EAST, RUN NORTHERLY 358.16 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°00'36"; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 114.29 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP; THENCE THE FOLLOWING TWO COURSES ALONG SAID RIGHT OF WAY LINE; RUN SOUTH 01°03'56" EAST, A DISTANCE OF 10.63 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1249.42 FEET, A CHORD BEARING OF SOUTH 02°33'05" EAST AND A CHORD DISTANCE OF 345.84 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 10°30'24" EAST, RUN SOUTHERLY 346.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°54'38"; THENCE DEPARTING SAID RIGHT OF WAY, RUN NORTH 89°32'19" WEST, A DISTANCE OF 110.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.904 ACRES, MORE OR LESS.

PARTS A AND B CONTAINING IN THE AGGREGATE 1.099 ACRES, MORE OR LESS

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

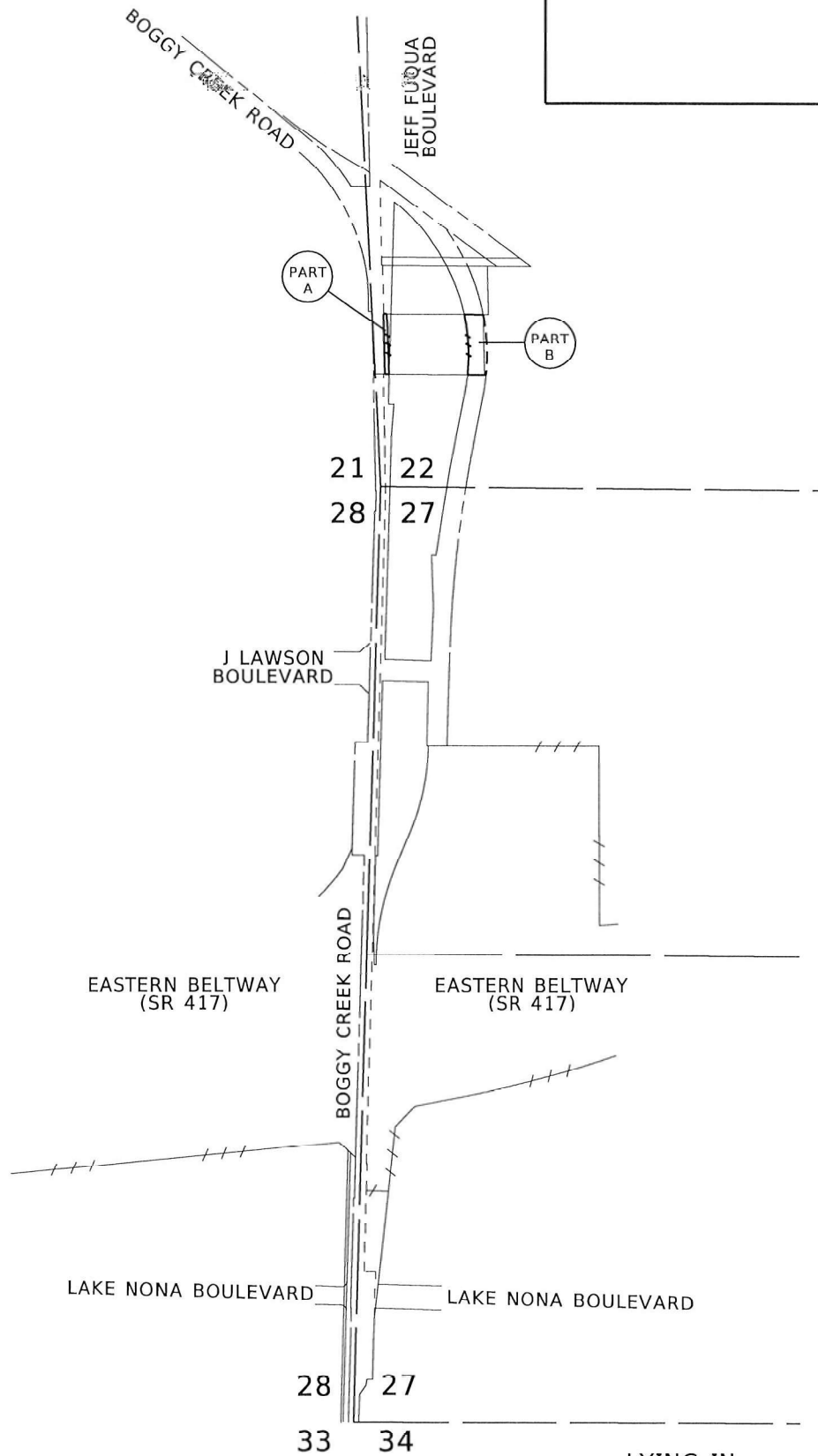
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET 2 OF 4

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

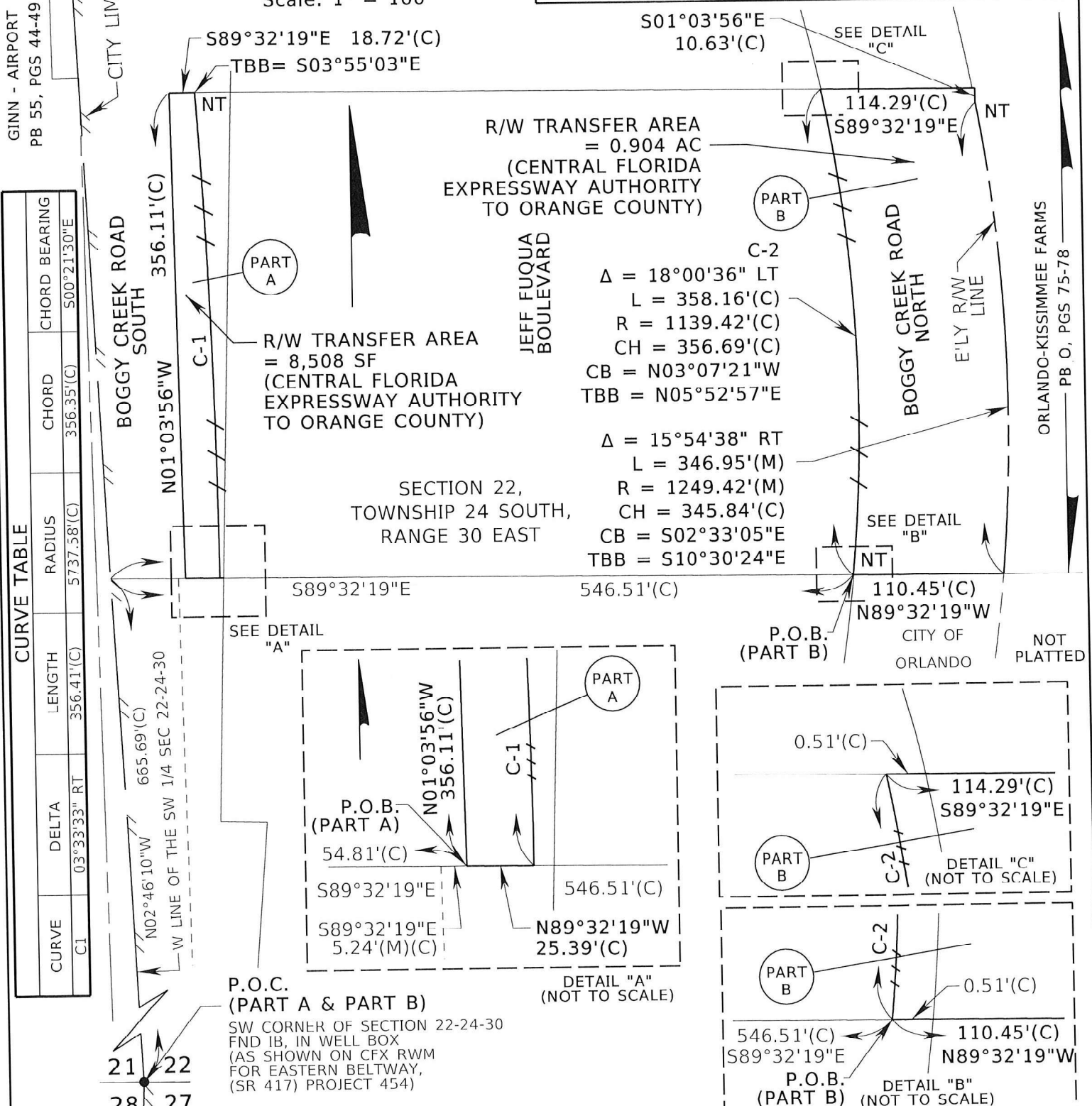
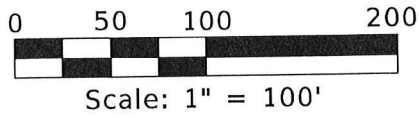
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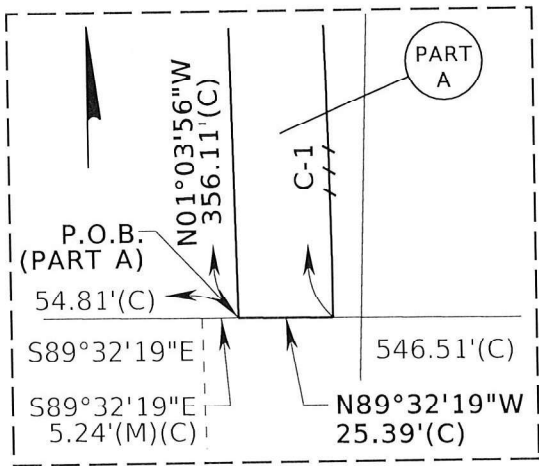
**SKETCH OF DESCRIPTION**



**CURVE TABLE**

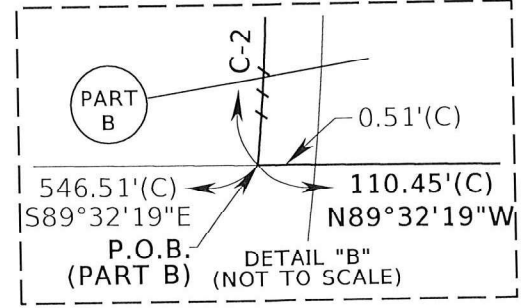
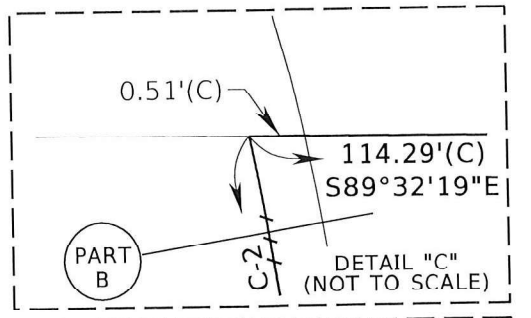
| CURVE | DELTA        | LENGTH     | RADIUS      | CHORD      | CHORD BEARING |
|-------|--------------|------------|-------------|------------|---------------|
| C-1   | 03°33'33" RT | 356.41'(C) | 5737.58'(C) | 356.35'(C) | 500°21'30"E   |
| C-2   | 02°46'10"W   | 665.69'(C) | 5737.58'(C) | 356.11'(C) | 500°21'30"E   |

SEE DETAIL "A"



**P.O.C. (PART A & PART B)**  
 SW CORNER OF SECTION 22-24-30  
 FND IB, IN WELL BOX  
 (AS SHOWN ON CFX RWM  
 FOR EASTERN BELTWAY,  
 (SR 417) PROJECT 454)

DETAIL "A"  
 (NOT TO SCALE)



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**

**GEODATA CONSULTANTS, INC.**  
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 1349 S INTERNATIONAL PKWY  
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 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| E'LY  | = EASTERLY                             | P.O.B.       | = POINT OF BEGINNING    |
| EXIST | = EXISTING                             | P.O.C.       | = POINT OF COMMENCEMENT |
| FND   | = FOUND                                | PT           | = POINT OF TANGENCY     |
| ID    | = IDENTIFICATION                       | R            | = RADIUS                |
| IB    | = IRON BAR                             | RT           | = RIGHT                 |
| L     | = LENGTH                               | R/W          | = RIGHT OF WAY          |
| LA    | = LIMITED ACCESS                       | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| LT    | = LEFT                                 | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 02°46'10" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020

DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

|          |    |      |
|----------|----|------|
| REVISION | BY | DATE |
|          |    |      |
|          |    |      |
|          |    |      |

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



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 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-501 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

#### PART A (RIGHT OF WAY)

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE SOUTH 89°55'46" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 30.01 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 01° 41'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 168.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE, CONTINUE NORTH 01° 41'36" EAST ALONG A LINE 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 83.83 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 38.17 FEET TO THE INTERSECTION WITH AFORESAID RIGHT OF WAY LINE; THENCE THE FOLLOWING TWO COURSES ALONG SAID RIGHT OF WAY LINE; RUN SOUTH 06°38'10" WEST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 35°40'52" WEST, A DISTANCE OF 63.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,096 SQUARE FEET, MORE OR LESS.

#### PART B (LIMITED ACCESS RIGHT OF WAY)

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE WEST 1/4 OF SECTION 27 AND THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01° 41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 1370.04 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH LIMITED ACCESS RIGHT OF WAY LINE OF EASTERN BELTWAY (SR 417) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 87°18'24" EAST ALONG SAID PROLONGATION, A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROLONGATION, RUN NORTH 01°41'36" EAST ALONG A LINE 35.00 EAST OF AND PARALLEL TO AFORESAID WEST LINE, A DISTANCE OF 157.86 FEET; THENCE NORTH 89°32'19" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°41'36" EAST ALONG A LINE 30.00 EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 3856.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 5801.86 FEET, A CHORD BEARING OF NORTH 00°18'13" EAST AND A CHORD DISTANCE OF 281.41 FEET; THENCE RUN NORTHERLY 281.44 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°46'46" TO A POINT OF TANGENCY; THENCE NORTH 01°05'10" WEST, A DISTANCE OF 524.03 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 30.63 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 5737.58 FEET, A CHORD BEARING OF SOUTH 00°40'03" WEST AND A CHORD DISTANCE OF 205.44 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 00° 21' 30" EAST, RUN SOUTHERLY 205.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03' 06" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 5.26 FEET;

SEE SHEET 4 FOR VICINITY MAP  
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-501 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

THENCE SOUTH 85°18'26" EAST, A DISTANCE OF 32.13 FEET; THENCE SOUTH 04°41'34" WEST, A DISTANCE OF 274.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 3500.00 FEET, A CHORD BEARING OF SOUTH 03°11'35" WEST AND A CHORD DISTANCE OF 183.21 FEET; THENCE RUN SOUTHERLY 183.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'58" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 463.63 FEET; THENCE SOUTH 02°05'46" EAST, A DISTANCE OF 196.69 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 286.58 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 58.31 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 24.83 FEET; THENCE SOUTH 73°18'26" EAST, A DISTANCE OF 16.56 FEET; THENCE SOUTH 88°18'26" EAST, A DISTANCE OF 129.00 FEET; THENCE NORTH 77°11'19" EAST, A DISTANCE OF 82.69 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 18.11 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 7681.94 FEET, A CHORD BEARING OF NORTH 01°47'10" EAST AND A CHORD DISTANCE OF 24.84 FEET; THENCE FROM A TANGENT BEARING OF NORTH 01°52'43" EAST, RUN NORTHERLY 24.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 11'07"; THENCE SOUTH 88°07'17" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.94 FEET, A CHORD BEARING OF NORTH 02°48'50" EAST AND A CHORD DISTANCE OF 250.43 FEET; THENCE FROM A TANGENT BEARING OF NORTH 01°52'43" EAST, RUN NORTHERLY 250.44 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'13"; THENCE NORTH 02°26'50" WEST, A DISTANCE OF 351.33 FEET; THENCE NORTH 87°33'10" EAST, A DISTANCE OF 38.17 FEET; THENCE NORTH 09°01'09" EAST, A DISTANCE OF 352.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.94 FEET, A CHORD BEARING OF NORTH 10°08'03" EAST AND A CHORD DISTANCE OF 298.53 FEET; THENCE RUN NORTHERLY 298.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'47" TO A POINT OF TANGENCY; THENCE NORTH 11°14'56" EAST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.42 FEET, A CHORD BEARING OF NORTH 08°33'57" EAST AND A CHORD DISTANCE OF 106.68 FEET; THENCE RUN NORTHERLY 106.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°21'59"; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 110.45 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1249.42 FEET, A CHORD BEARING OF SOUTH 08°19'35" WEST AND A CHORD DISTANCE OF 127.40 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 05°24'14" WEST, RUN SOUTHERLY 127.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 50'42" TO A POINT OF TANGENCY; THENCE SOUTH 11°14'56" WEST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7561.94 FEET, A CHORD BEARING OF SOUTH 06°28'16" WEST AND A CHORD DISTANCE OF 1259.69 FEET; THENCE RUN SOUTHERLY 1261.15 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°33'20" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 546.43 FEET TO THE INTERSECTION WITH THE NORTH LIMITED ACCESS RIGHT OF WAY LINE OF SAID EASTERN BELTWAY (SR 417); THENCE SOUTH 89°50'55" WEST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 36.84 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1500.39 FEET, A CHORD BEARING OF SOUTH 09°51'45" WEST AND A CHORD DISTANCE OF 421.85 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, FROM A TANGENT BEARING OF SOUTH 01°46'52" WEST, RUN SOUTHERLY 423.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°09' 46"; THENCE SOUTH 14°08'10" WEST, A DISTANCE OF 32.87 FEET; THENCE SOUTH 67°20'22" WEST, A DISTANCE OF 34.85 FEET; THENCE SOUTH 20°59'58" WEST, A DISTANCE OF 190.71 FEET; THENCE SOUTH 21°11'57" WEST, A DISTANCE OF 185.42 FEET; THENCE SOUTH 15°17'19" WEST, A DISTANCE OF 163.36 FEET; THENCE SOUTH 01°56'47" WEST, A DISTANCE OF 73.72 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1366.39 FEET, A CHORD BEARING OF SOUTH 05°43'41" WEST AND A CHORD DISTANCE OF 192.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 09°45'46" WEST,

SEE SHEET 4 FOR VICINITY MAP  
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



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PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-501 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

RUN SOUTHERLY 192.44 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°04'10" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 57.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING OF SOUTH 21°43'31" EAST AND A CHORD DISTANCE OF 71.54 FEET; THENCE RUN SOUTHERLY 73.57 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°50' 14"; THENCE SOUTH 32°58'22" WEST, A DISTANCE OF 85.96 FEET; THENCE SOUTH 02°44'39" WEST, A DISTANCE OF 189.80 FEET; THENCE SOUTH 18°57'36" WEST, A DISTANCE OF 8.92 FEET; THENCE SOUTH 01°49'32" WEST, A DISTANCE OF 166.08 FEET; THENCE SOUTH 01°03'48" EAST, A DISTANCE OF 97.94 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 197.84 FEET; THENCE SOUTH 46°11'25" EAST, A DISTANCE OF 43.05 FEET; THENCE SOUTH 08°55'13" EAST, A DISTANCE OF 87.17 FEET; THENCE SOUTH 43°29'30" EAST A DISTANCE OF 52.58 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF AFORESAID EASTERN BELTWAY (SR 417); THENCE SOUTH 06°16'02" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE AND EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 488.72 FEET; THENCE SOUTH 06°38'10" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 642.78 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 01°41'36" EAST, ALONG A LINE 100.00 FEET EAST OF AND PARALLEL TO THE AFORESAID WEST LINE OF SECTION 27, A DISTANCE OF 269.53 FEET; THENCE NORTH 89°32'37" WEST, A DISTANCE OF 65.02 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 479.10 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01°41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2702.17 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°18'24" EAST, A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°41'36" EAST ALONG A LINE 43.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 33.70 FEET; THENCE NORTH 02°04'10" WEST, A DISTANCE OF 137.14 FEET; THENCE NORTH 01°41'36" EAST ALONG A LINE 34.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 472.13 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 11.00 FEET; THENCE NORTH 01°41'36" EAST ALONG A LINE 45.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE , A DISTANCE OF 1036.13 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 272.89 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 381.94 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 10.17 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1425.39 FEET, A CHORD BEARING OF SOUTH 12°15'33" WEST AND A CHORD DISTANCE OF 513.46 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°52'58" WEST, RUN SOUTHERLY 516.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°45'10" TO A POINT OF TANGENCY; THENCE SOUTH 22°38'08" WEST, A DISTANCE OF 237.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1439.39 FEET, A CHORD BEARING OF SOUTH 12°09'52" WEST AND A CHORD DISTANCE OF 523.19 FEET; THENCE RUN SOUTHWESTERLY 526.11 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°56'32"; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 56.17 FEET; THENCE NORTH 88°18'24" WEST, A DISTANCE OF 11.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.777 ACRES, MORE OR LESS.

PART B - TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

SEE SHEET 4 FOR VICINITY MAP  
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION

SEE SHEET 13 FOR GENERAL NOTES  
AND LEGEND

SHEET 3 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

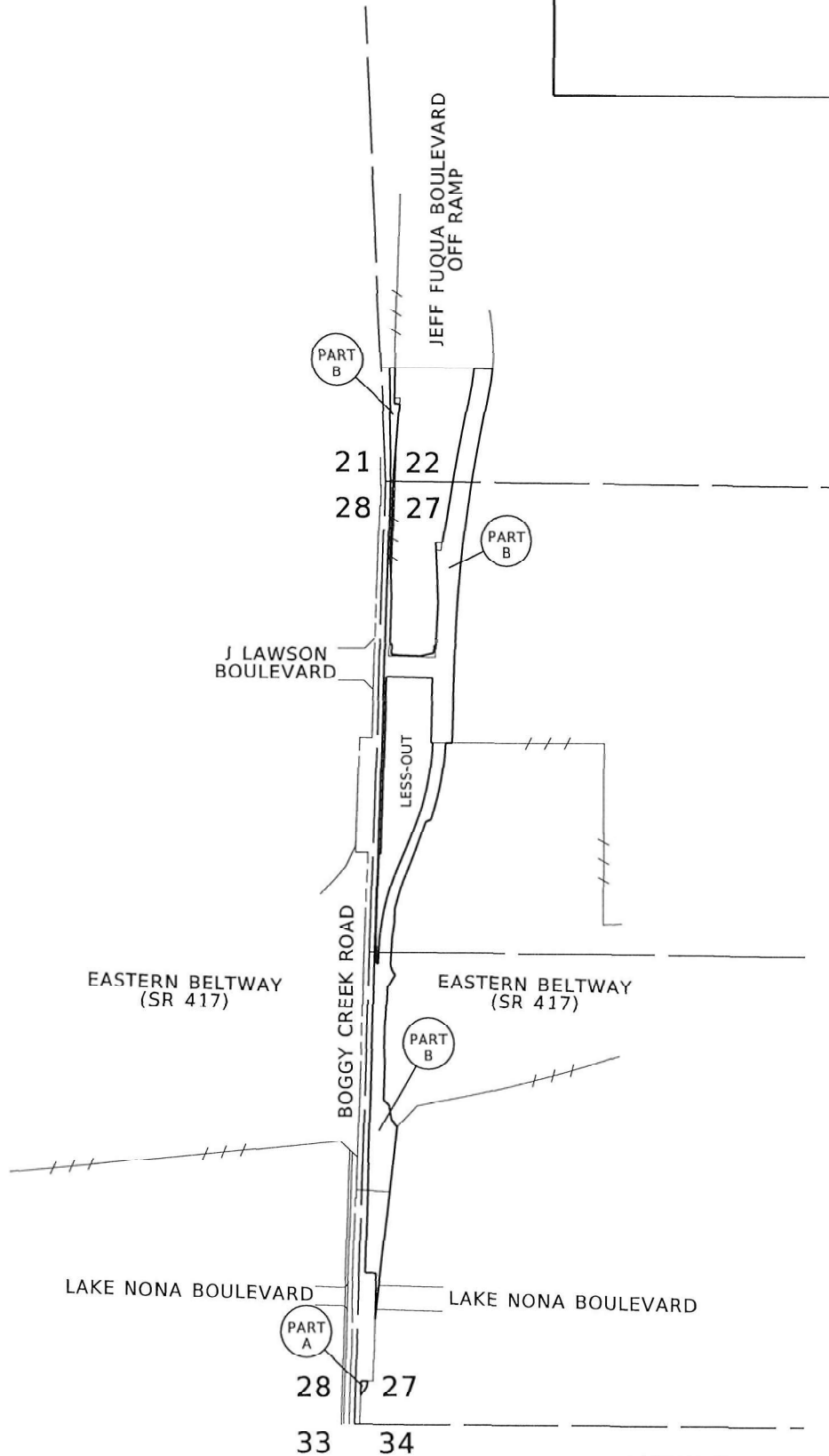
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 4 OF 13

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



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LAND SURVEYOR BUSINESS LICENSE NO. 6556



SKETCH OF DESCRIPTION

SEE SHEET 6  
FOR CONTINUATION

BEACON PARK BOULEVARD  
FIRST AMENDMENT REPLAT  
PB 86, PGS 116-117

P.O.C.  
(PART A, PART B  
& LESS-OUT)  
SW CORNER OF SECTION 27-24-30  
FND 1/2" IB,  
IN WELL BOX  
(AS SHOWN ON CFX R/W  
FOR EASTERN BELTWAY,  
(SR 417) PROJECT 454)

BOGGY CREEK ROAD

W LINE OF SEC 27-24-30  
2702.17'(C)  
1370.04'(C)

PART A

S89°32'19"E  
38.17'(RWM)(C)

N01°41'36"E  
83.83'(C)

S35°40'52"W  
63.29'(RWM)(C)

S06°38'10"W  
32.29'(RWM)(C)

CITY LIMITS

CITY OF  
ORLANDO  
NOT PLATTED

EXIST E R/W LINE

P.O.B. (PART A)

R/W TRANSFER AREA = 2,096 SF

SECTION 27, TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

S LINE OF THE SW 1/4 SEC 27-24-30

28

27

33

34

S89°55'46"E  
30.01'(C)



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SHEET 5 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

BOGGY CREEK ROAD  
CFX PROJECT NO. 454



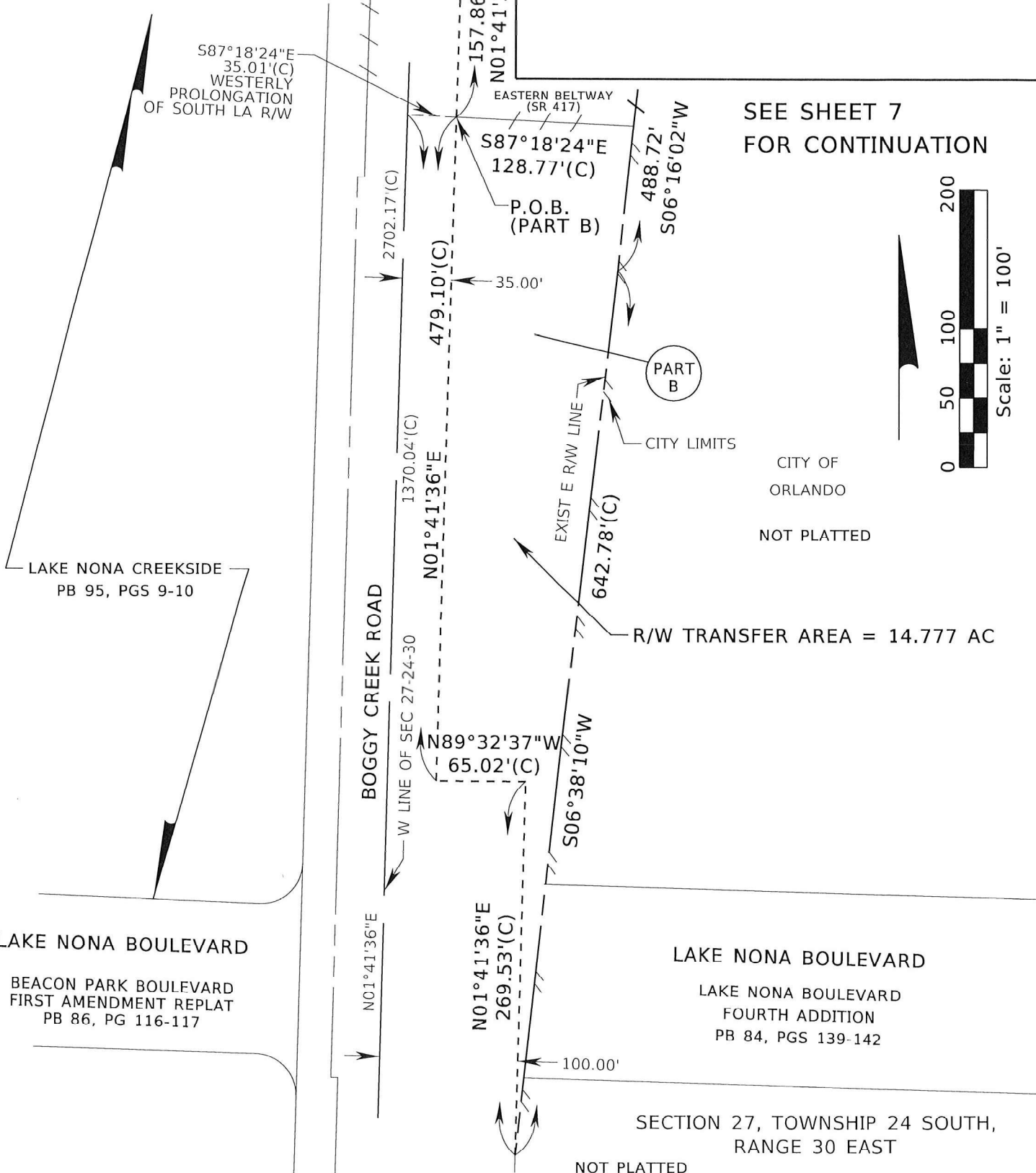
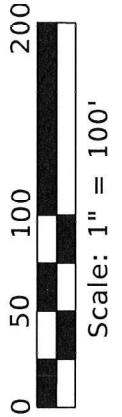
GEODATA CONSULTANTS, INC.

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SUITE 2401  
LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SEE SHEET 7  
FOR CONTINUATION



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SEE SHEET 5  
FOR CONTINUATION

SHEET 6 OF 13

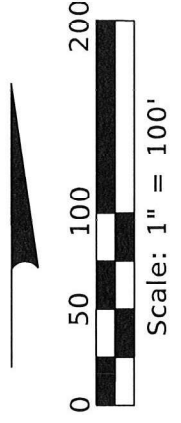
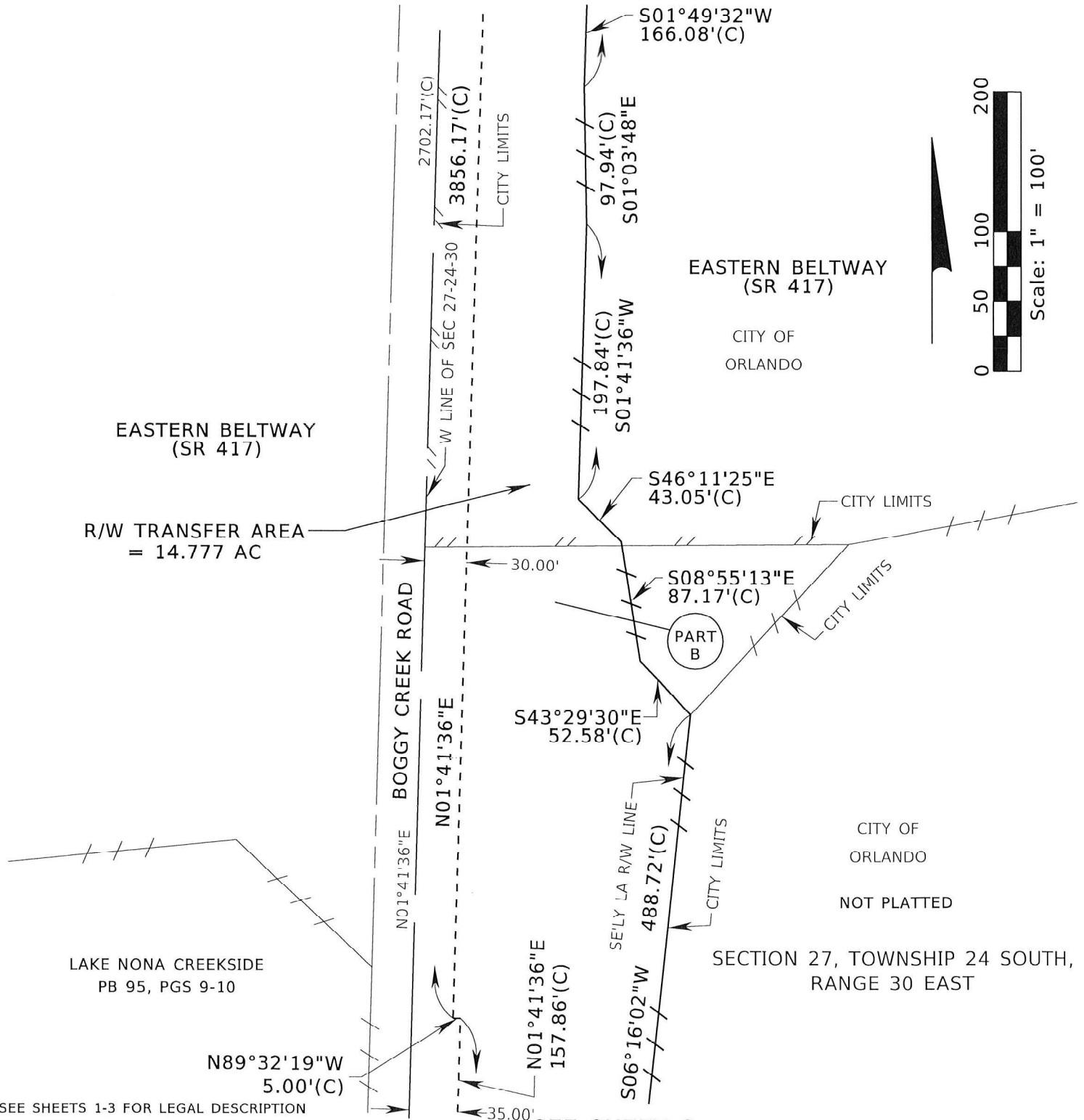
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

 **GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SEE SHEET 8  
FOR CONTINUATION



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SEE SHEET 6  
FOR CONTINUATION SHEET 7 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

 **GEODATA CONSULTANTS, INC.**  
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

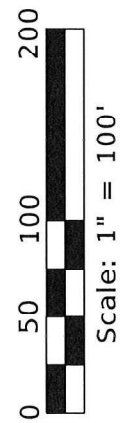
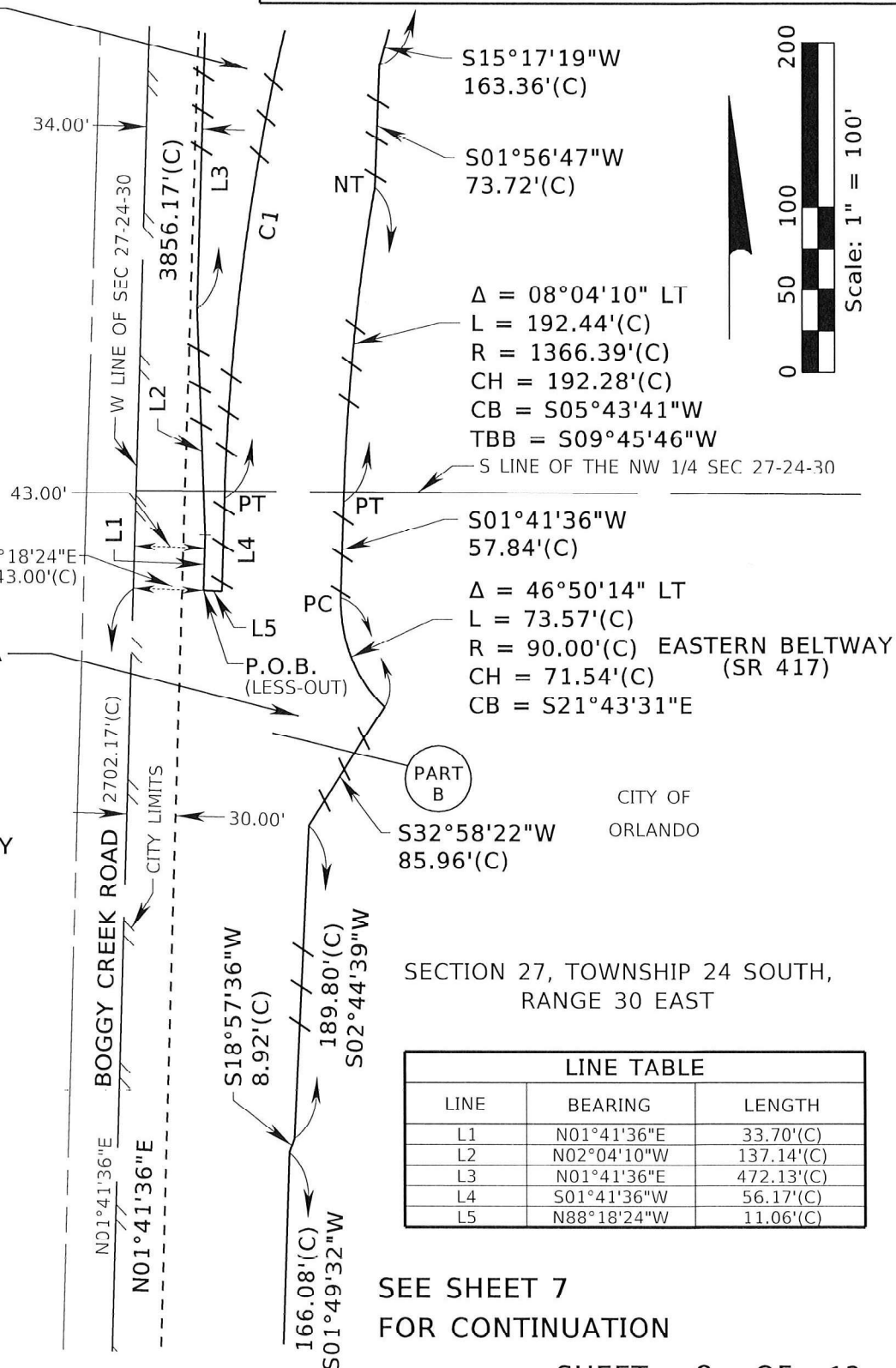
SEE SHEET 9  
FOR CONTINUATION

LESS-OUT AREA  
= 6.685 AC  
(NOT INCLUDED)

| CURVE TABLE |               |            |             |
|-------------|---------------|------------|-------------|
| CURVE       | DELTA         | LENGTH     | RADIUS      |
| C1          | 20°56'32" LT  | 526.11'(C) | 1439.39'(C) |
|             |               |            |             |
|             |               |            |             |
|             |               |            |             |
|             |               |            |             |
| CHORD       | CHORD BEARING |            |             |
| 523.19'(C)  | S12°09'52"W   |            |             |

R/W TRANSFER AREA  
= 14.777 AC

EASTERN BELTWAY  
(SR 417)



| LINE TABLE |             |            |
|------------|-------------|------------|
| LINE       | BEARING     | LENGTH     |
| L1         | N01°41'36"E | 33.70'(C)  |
| L2         | N02°04'10"W | 137.14'(C) |
| L3         | N01°41'36"E | 472.13'(C) |
| L4         | S01°41'36"W | 56.17'(C)  |
| L5         | N88°18'24"W | 11.06'(C)  |

SEE SHEET 7  
FOR CONTINUATION

SHEET 8 OF 13

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

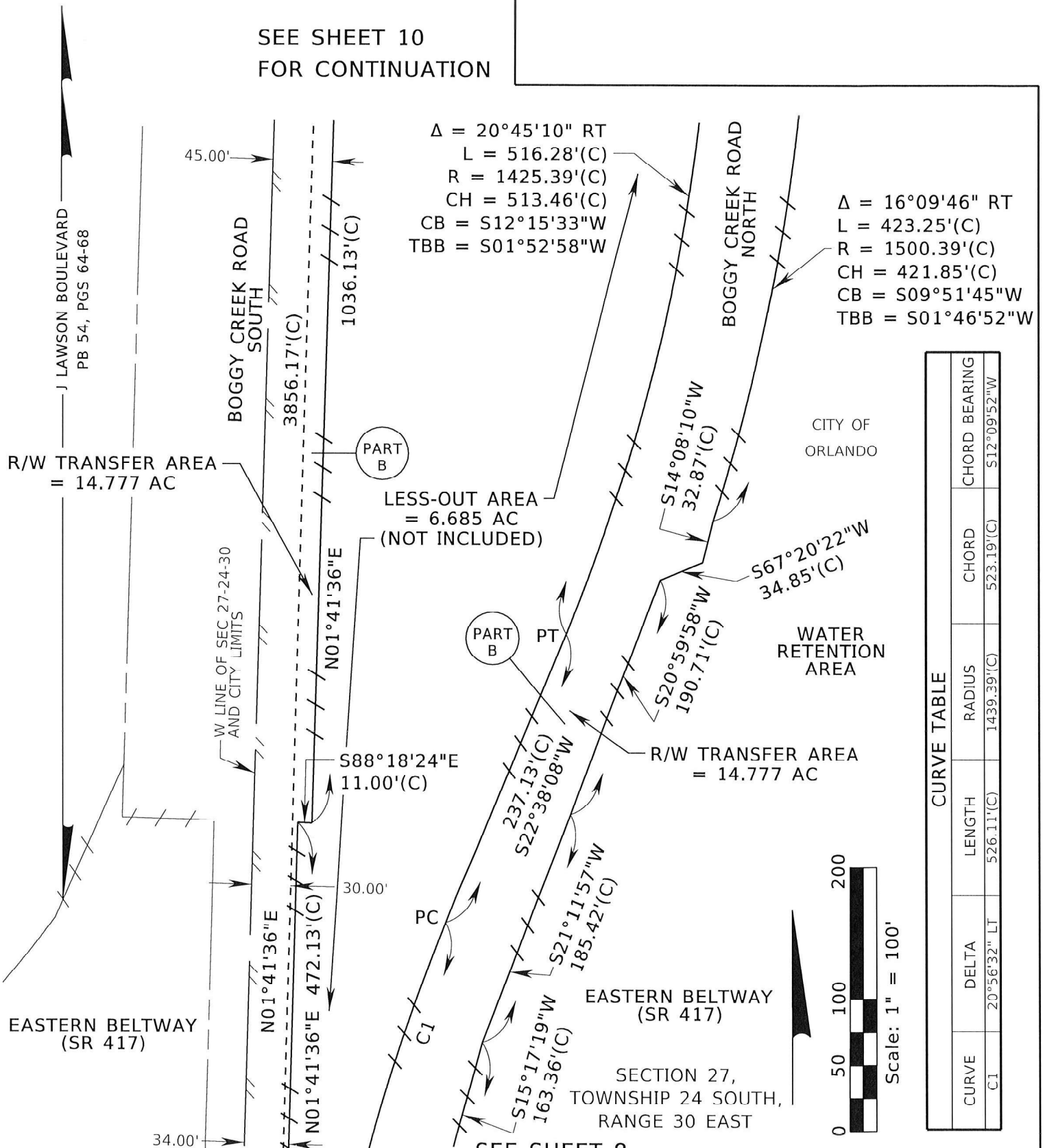
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
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BOGGY CREEK ROAD  
CFX PROJECT NO. 454

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SKETCH OF DESCRIPTION

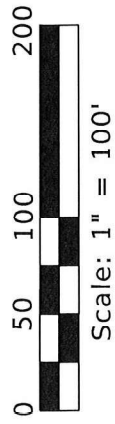
SEE SHEET 10  
FOR CONTINUATION



$\Delta = 20^{\circ}45'10''$  RT  
 $L = 516.28'(C)$   
 $R = 1425.39'(C)$   
 $CH = 513.46'(C)$   
 $CB = S12^{\circ}15'33''W$   
 $TBB = S01^{\circ}52'58''W$

$\Delta = 16^{\circ}09'46''$  RT  
 $L = 423.25'(C)$   
 $R = 1500.39'(C)$   
 $CH = 421.85'(C)$   
 $CB = S09^{\circ}51'45''W$   
 $TBB = S01^{\circ}46'52''W$

| CURVE TABLE |                        |            |             |            |                       |
|-------------|------------------------|------------|-------------|------------|-----------------------|
| CURVE       | DELTA                  | LENGTH     | RADIUS      | CHORD      | CHORD BEARING         |
| C1          | $20^{\circ}56'32''$ LT | 526.11'(C) | 1439.39'(C) | 523.19'(C) | $S12^{\circ}09'52''W$ |



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

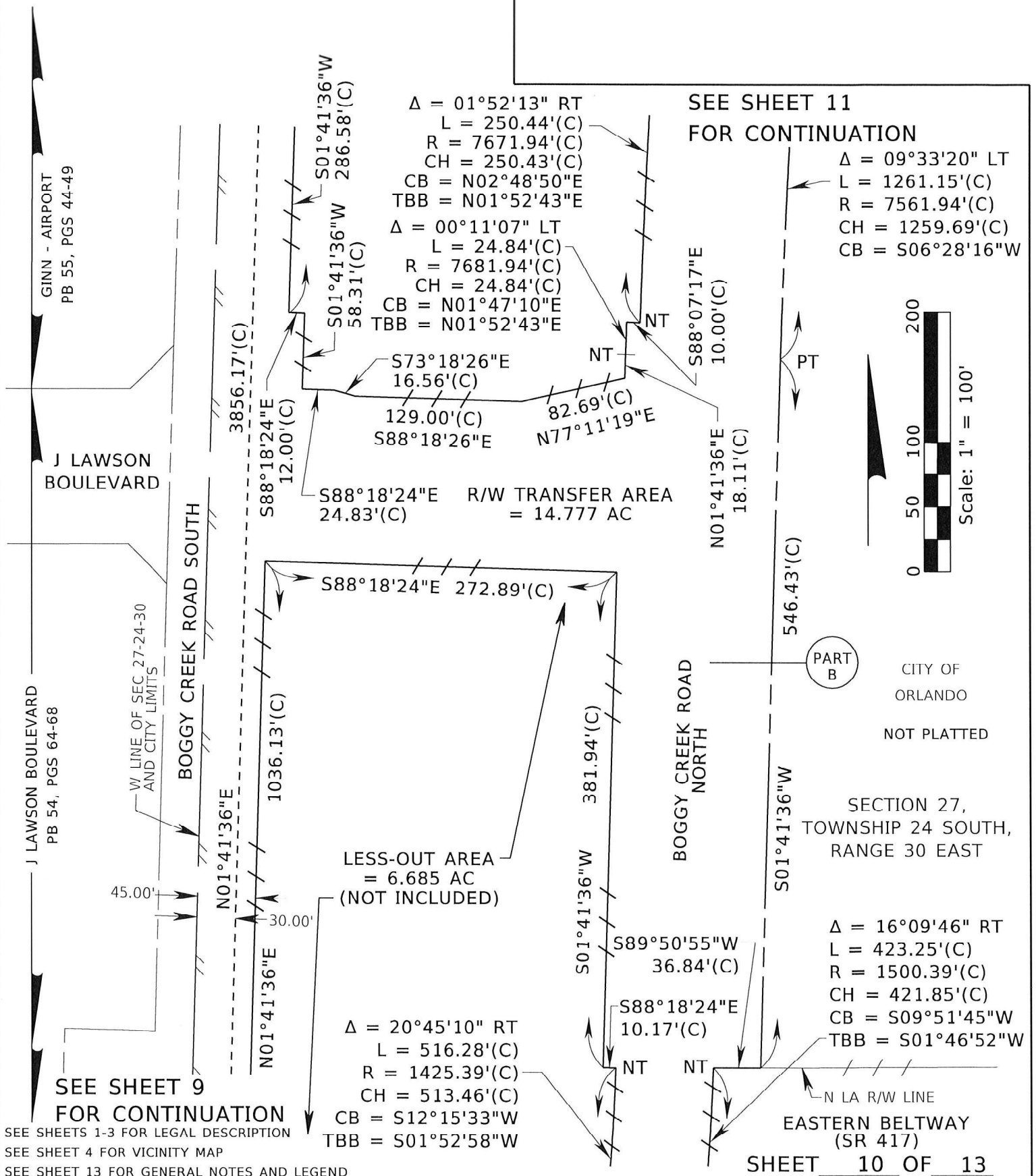
SEE SHEET 8  
 FOR CONTINUATION SHEET 9 OF 13

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

 **GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
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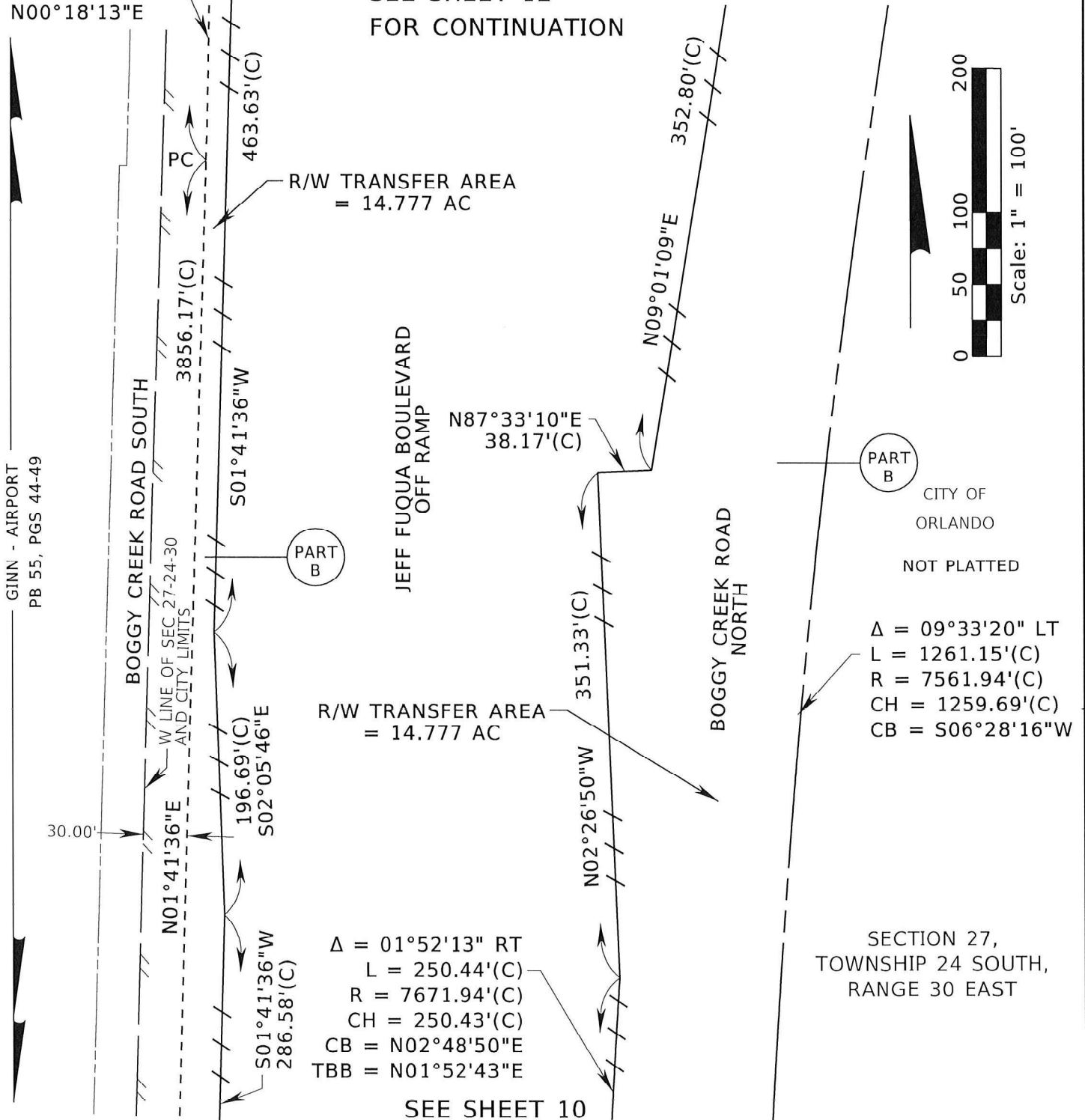
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**SKETCH OF DESCRIPTION**

$\Delta = 02^{\circ}46'46''$  LT  
 $L = 281.44'(C)$   
 $R = 5801.86'(C)$   
 $CH = 281.41'(C)$   
 $CB = N00^{\circ}18'13''E$

SEE SHEET 12  
 FOR CONTINUATION



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SEE SHEET 10  
 FOR CONTINUATION

SHEET 11 OF 13

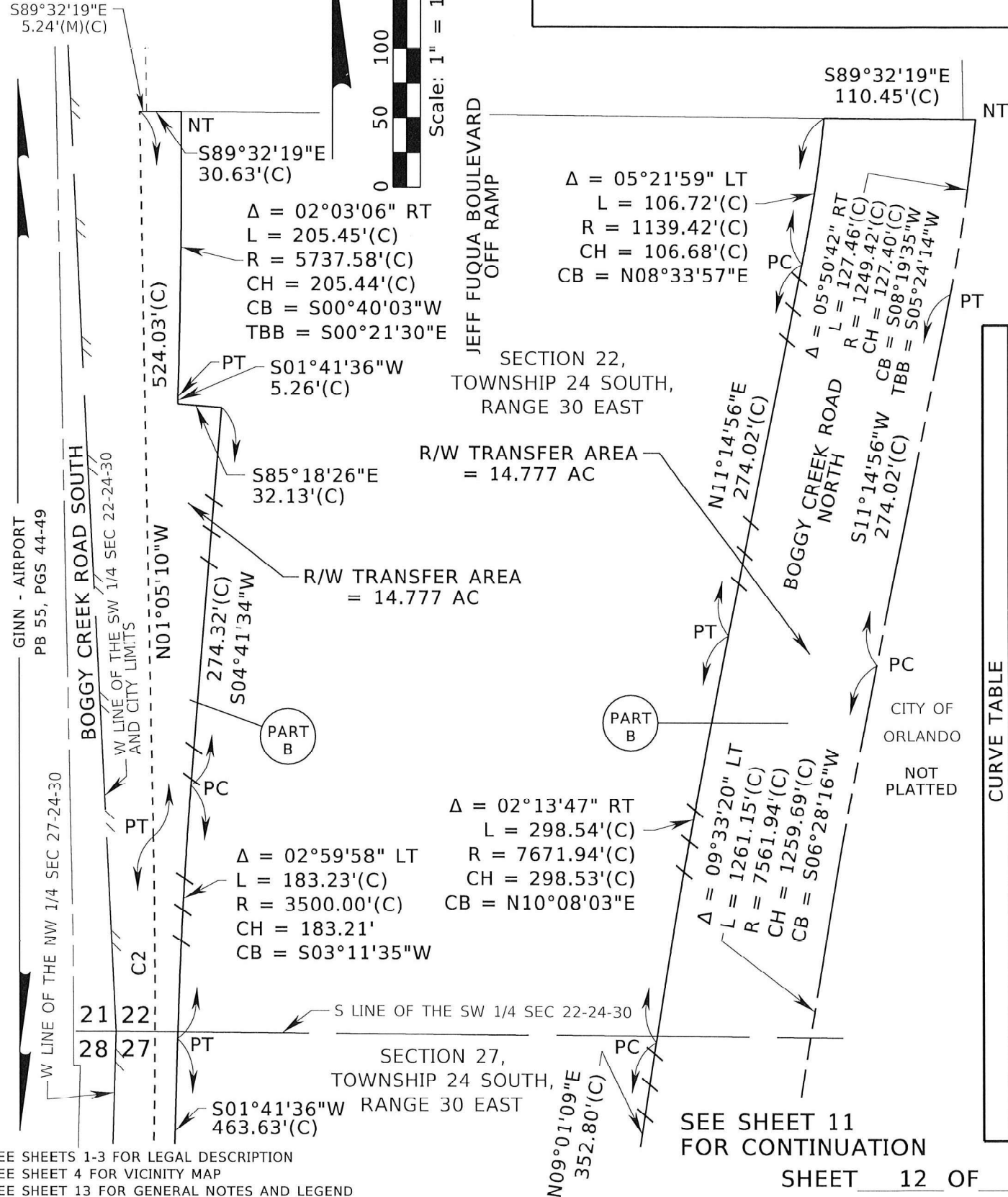
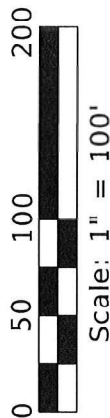
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**BOGGY CREEK ROAD**  
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 LAND SURVEYOR BUSINESS LICENSE NO. 6556



SKETCH OF DESCRIPTION



| CURVE TABLE |              |            |             |            |               |
|-------------|--------------|------------|-------------|------------|---------------|
| CURVE       | DELTA        | LENGTH     | RADIUS      | CHORD      | CHORD BEARING |
| C2          | 02°46'45" LT | 281.44'(C) | 5801.86'(C) | 281.41'(C) | N00°18'13"E   |

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
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**BOGGY CREEK ROAD**  
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 LAND SURVEYOR BUSINESS LICENSE NO. 6556



**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

AC = ACRES  
 (C) = CALCULATED  
 CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 CB = CHORD BEARING  
 CH = CHORD LENGTH  
 Δ = DELTA  
 EXIST = EXISTING  
 FND = FOUND  
 ID = IDENTIFICATION  
 IB = IRON BAR  
 L = LENGTH  
 LA = LIMITED ACCESS  
 LT = LEFT

NO. = NUMBER  
 NT = NON TANGENT  
 ORB = OFFICIAL RECORDS BOOK  
 PB = PLAT BOOK  
 PC = POINT OF CURVATURE  
 PG(S) = PAGE OR PAGES  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 PT = POINT OF TANGENCY  
 R = RADIUS  
 RT = RIGHT  
 R/W = RIGHT OF WAY  
 RWM = RIGHT OF WAY MAP  
 SEC = SECTION  
 SE'LY = SOUTHEASTERLY  
 SF = SQUARE FEET  
 SR = STATE ROAD  
 TBB = TANGENT BEARING BACK

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 01°41'36" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

SEE SHEETS 1 - 3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION

H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
 DATE

|          |    |      |
|----------|----|------|
| REVISION | BY | DATE |
|          |    |      |
|          |    |      |
|          |    |      |

SHEET 13 OF 13

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**EXHIBIT "B"**  
**CFX Deed**

**Prepared By:**

Laura L. Kelly, Esquire  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Reserved for Recording

Project 417-454 Boggy Creek Road  
Parcels 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

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:** \_\_\_\_\_

**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.) 417 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. 417 from the Property, nor does Grantee have any rights of light, air or view from S.R. 417 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. 417 and any other remaining property owned by Grantor.
- b) Grantor reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view as noted in the legal descriptions for the Property.
- c) 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. 417 or otherwise constitute a hazard for S.R. 417 or any related system or structure.
- d) By acceptance of this deed, Grantee acknowledges that the Property was acquired via eminent domain and is subject to Section 73.013, Florida Statutes.
- e) By acceptance of this deed, Grantee expressly agrees for itself, and its successors and assigns, that in the event the Grantee no longer uses the Property (or any part thereof) for public right-of-way, then all right, title, and interest to the Property that is not used for public right-of-way shall automatically revert back to Grantor, at Grantor's option and at no cost to Grantor. 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.
- f) Easements, covenants, restrictions, agreements, conditions, limitations, reservations and matters of record, if any, provided; however, this reference shall not operate to reimpose the same.
- g) Ad valorem real property taxes and assessments, if applicable, for the year 2020 and subsequent years.

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

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:

**“GRANTOR”**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Brenda Carey, Chairman

\_\_\_\_\_  
Print Name

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 \_\_\_\_\_, 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: \_\_\_\_\_

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**EXHIBIT "C"**  
**Legal Description of the County Property**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-400 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1306.33 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 68.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°41'34" EAST, A DISTANCE OF 50.01 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 357.82 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.42 FEET, A CHORD BEARING OF SOUTH 28°48'43" EAST AND A CHORD DISTANCE OF 57.32 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 30°15'12" EAST, RUN SOUTHERLY 57.33 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°52'58"; THENCE NORTH 89°32'19" WEST, A DISTANCE OF 382.04 FEET; THENCE SOUTH 01°03'56" EAST, A DISTANCE OF 36.15 FEET; THENCE NORTH 09°20'29" WEST, A DISTANCE OF 34.64 FEET; THENCE NORTH 01°41'34" EAST, A DISTANCE OF 2.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,728 SQUARE FEET, MORE OR LESS.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

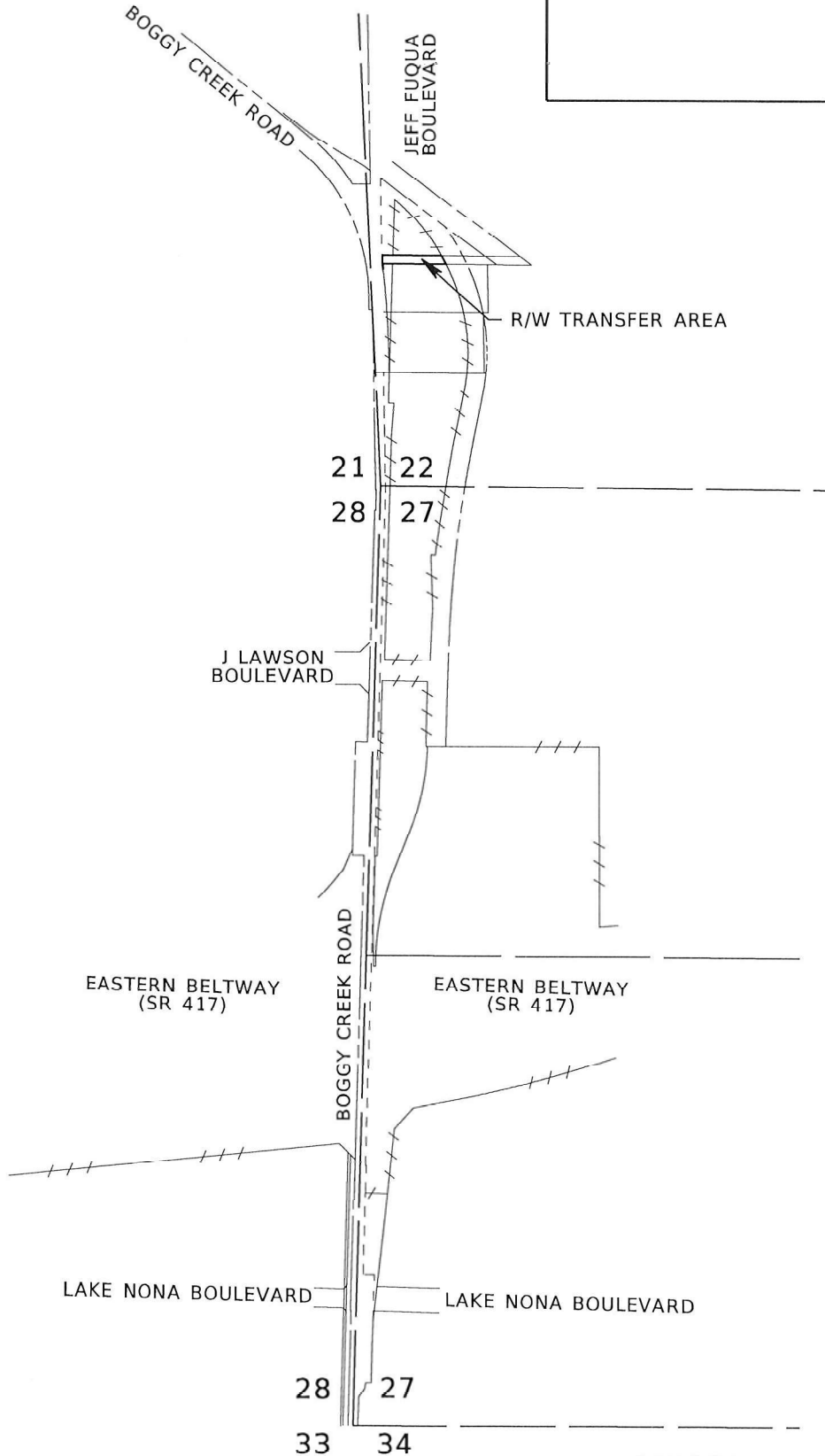
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: SEPTEMBER 09, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 2 OF 4

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 09, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

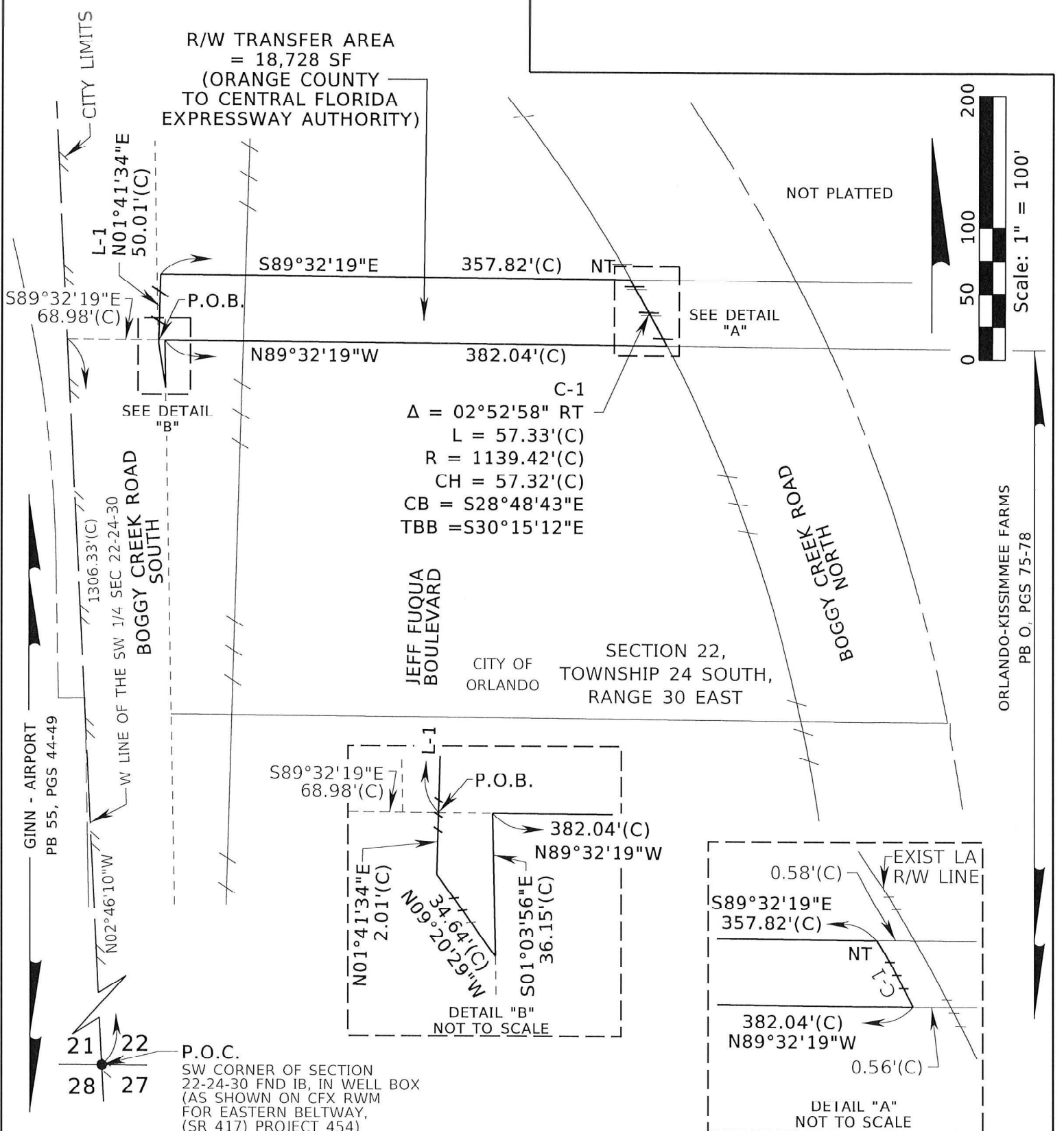
SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 09, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556



**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| EXIST | = EXISTING                             | P.O.B.       | = POINT OF BEGINNING    |
| FND   | = FOUND                                | P.O.C.       | = POINT OF COMMENCEMENT |
| ID    | = IDENTIFICATION                       | PT           | = POINT OF TANGENCY     |
| IB    | = IRON BAR                             | R            | = RADIUS                |
| L     | = LENGTH                               | RT           | = RIGHT                 |
| LA    | = LIMITED ACCESS                       | R/W          | = RIGHT OF WAY          |
|       |  | (RWM) OR (M) | = RIGHT OF WAY MAP      |
|       |  | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 02°46'10" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020

DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

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| REVISION | BY | DATE |

SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DATE: SEPTEMBER 09, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 818-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-401 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A SET NAIL AND DISK "LB #3557" AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE SOUTH 01°41'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 397.95 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°18'24" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF BOGGY CRFFK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE SOUTH 18°56'59" EAST, A DISTANCE OF 35.54 FEET; THENCE SOUTH 01°13'59" WEST, A DISTANCE OF 148.11 FEET; THENCE SOUTH 16°02'00" WEST, A DISTANCE OF 55.39 FEET TO THE INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF BOGGY CREEK ROAD; THENCE NORTH 01°41'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 235.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,520 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: OCTOBER 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

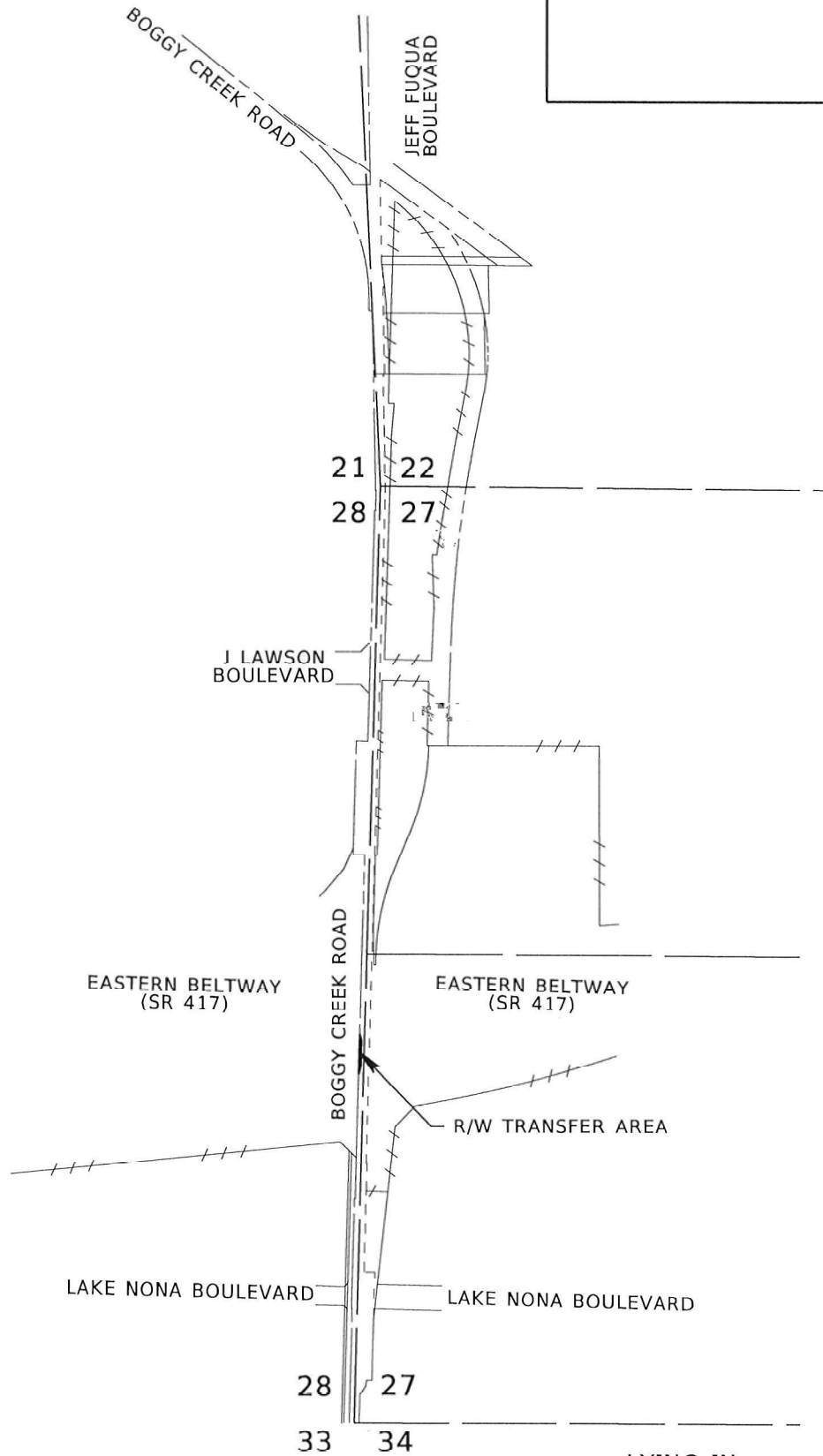
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 2 OF 4

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY

DATE: OCTOBER 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

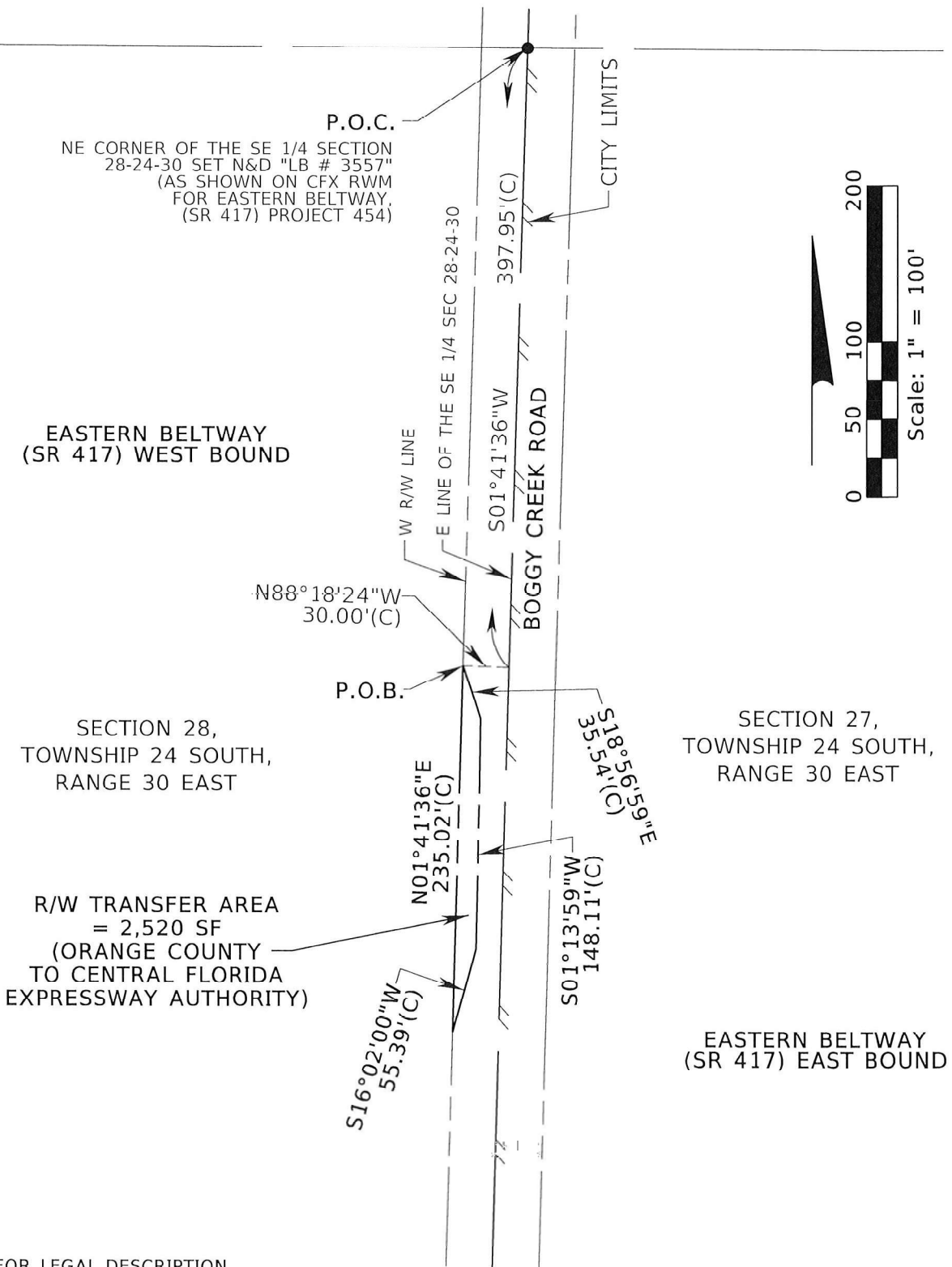


GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: OCTOBER 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

# SKETCH OF DESCRIPTION

## LEGEND AND ABBREVIATIONS

|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| EXIST | = EXISTING                             | P.O.B.       | = POINT OF BEGINNING    |
| FND   | = FOUND                                | P.O.C.       | = POINT OF COMMENCEMENT |
| ID    | = IDENTIFICATION                       | PT           | = POINT OF TANGENCY     |
| IB    | = IRON BAR                             | R            | = RADIUS                |
| L     | = LENGTH                               | RT           | = RIGHT                 |
| LA    | = LIMITED ACCESS                       | R/W          | = RIGHT OF WAY          |
| N&D   | = NAIL AND DISK                        | (RWM) OR (M) | = RIGHT OF WAY MAP      |
|       |  | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

## GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF SOUTH 01°41'36" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

  
 H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
 DATE

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| REVISION | BY | DATE |

SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: OCTOBER 01, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**EXHIBIT "D"**  
**County Deed**

**Prepared By:**

Laura L. Kelly, Esquire  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Reserved for Recording

Project 417-454 Boggy Creek Road  
Parcels 45-400 and 45-401  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

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.

**COUNTY DEED**

**THIS COUNTY DEED**, dated as of the date of execution below, by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("**Grantor**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**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:** \_\_\_\_\_

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**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.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be signed in its name by its duly authorized representative.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

ATTEST: Phil Diamond, CPA, County  
Comptroller, Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**EXHIBIT "E"**  
**Easement Areas**



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-401 - PORTION

PURPOSE: DRAINAGE EASEMENT  
ESTATE: PERMANENT DRAINAGE EASEMENT

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 27 AND THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A SET NAIL AND DISK "LB #3557" AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01°41'36" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1184.77 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°13'06" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 88°13'06" EAST, A DISTANCE OF 75.00 FEET TO THE INTERSECTION WITH THE EAST LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD SOUTH; THENCE SOUTH 01°41'36" WEST ALONG SAID EAST LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID EAST LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 88°13'06" WEST, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,875 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 25, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



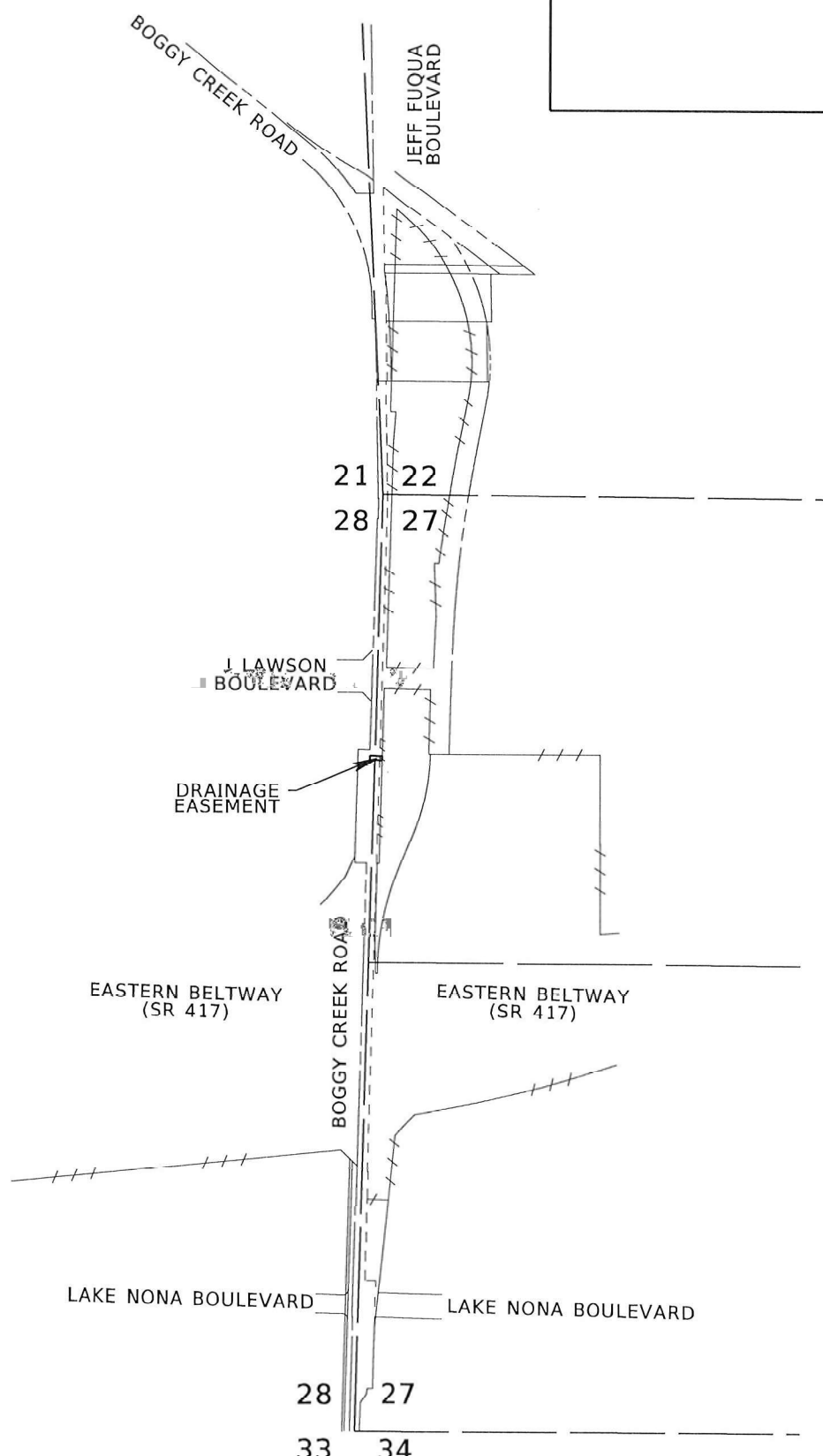
GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET 2 OF 4

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: NOVEMBER 25, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

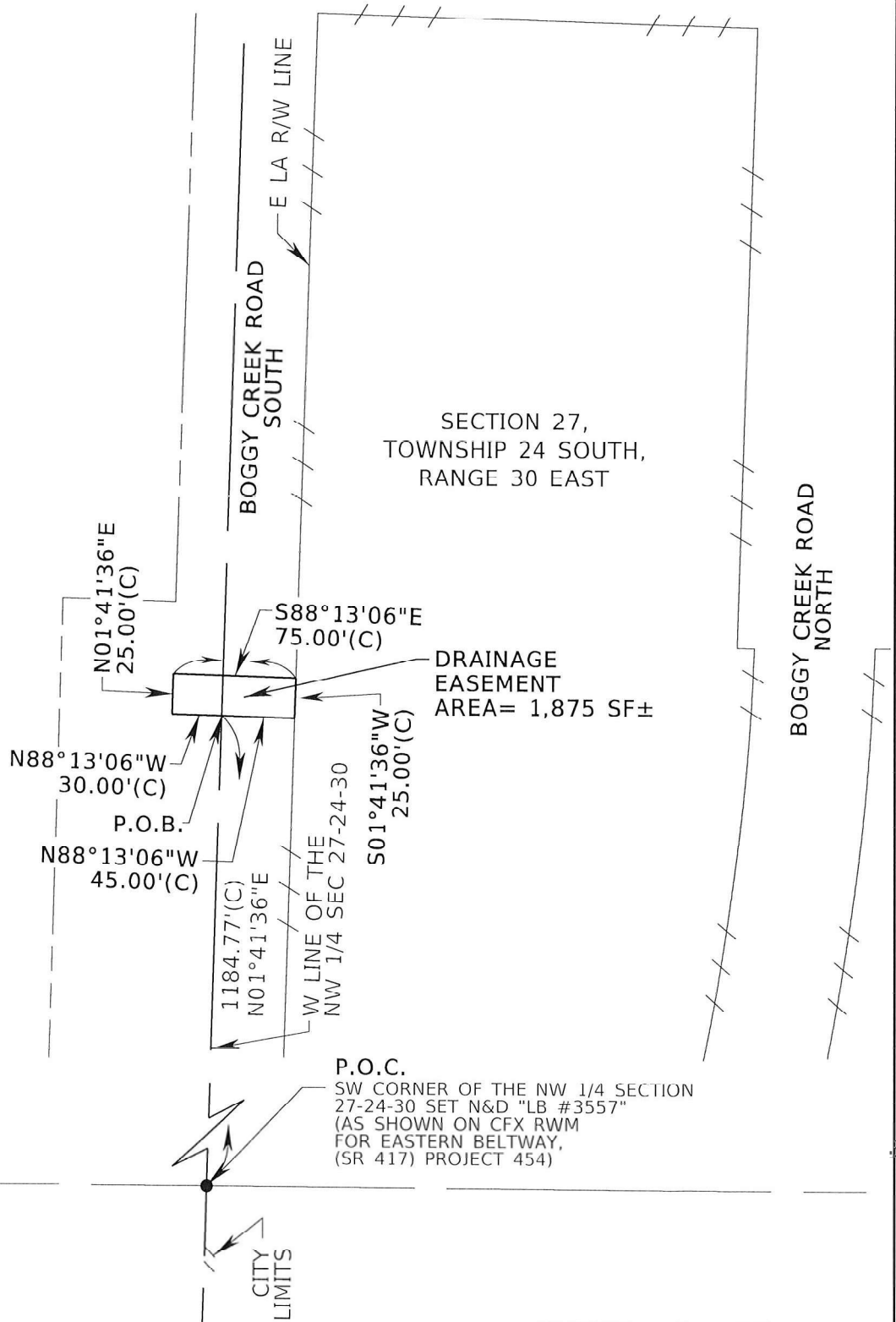
 **GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
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SKETCH OF DESCRIPTION



SECTION 28,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

SECTION 27,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST



SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 25, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

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1349 S INTERNATIONAL PKWY  
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| EXIST | = EXISTING                             | P.O.B.       | = POINT OF BEGINNING    |
| FND   | = FOUND                                | P.O.C.       | = POINT OF COMMENCEMENT |
| ID    | = IDENTIFICATION                       | PT           | = POINT OF TANGENCY     |
| IB    | = IRON BAR                             | R            | = RADIUS                |
| L     | = LENGTH                               | RT           | = RIGHT                 |
| LA    | = LIMITED ACCESS                       | R/W          | = RIGHT OF WAY          |
| N&D   | = NAIL AND DISK                        | (RWM) OR (M) | = RIGHT OF WAY MAP      |
|       |  | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 01°41'36" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

|          |    |      |  |
|----------|----|------|--|
|          |    |      |  |
|          |    |      |  |
|          |    |      |  |
|          |    |      |  |
| REVISION | BY | DATE |  |

SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DATE: NOVEMBER 25, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-402 - PORTION

PURPOSE: DRAINAGE EASEMENT  
ESTATE: PERMANENT DRAINAGE EASEMENT

## LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 590.20 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1182.92 FEET, A CHORD BEARING OF NORTH 05°39'05" EAST, A CHORD DISTANCE OF 1.29 FEET AND SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM A TANGENT BEARING OF NORTH 05°40'57" EAST, RUN NORTHERLY 1.29 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°03'45"; THENCE NORTH 88°17'31" WEST, A DISTANCE OF 43.61 FEET TO THE INTERSECTION WITH THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD NORTH AND A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1139.42 FEET, A CHORD BEARING OF NORTH 05°08'24" EAST, A CHORD DISTANCE OF 25.04 FEET; THENCE FROM A TANGENT BEARING OF NORTH 05°46'11" EAST, RUN NORTHERLY 25.05 FEET ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°15'34"; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 88°17'31" EAST, A DISTANCE OF 68.58 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1207.92 FEET, A CHORD BEARING OF SOUTH 04°57'46" WEST, A CHORD DISTANCE OF 25.78 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 04°21'05" WEST, RUN SOUTHERLY 25.78 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°13'23"; THENCE NORTH 89°32'19" WEST, A DISTANCE OF 25.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,741 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: NOVEMBER 25, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

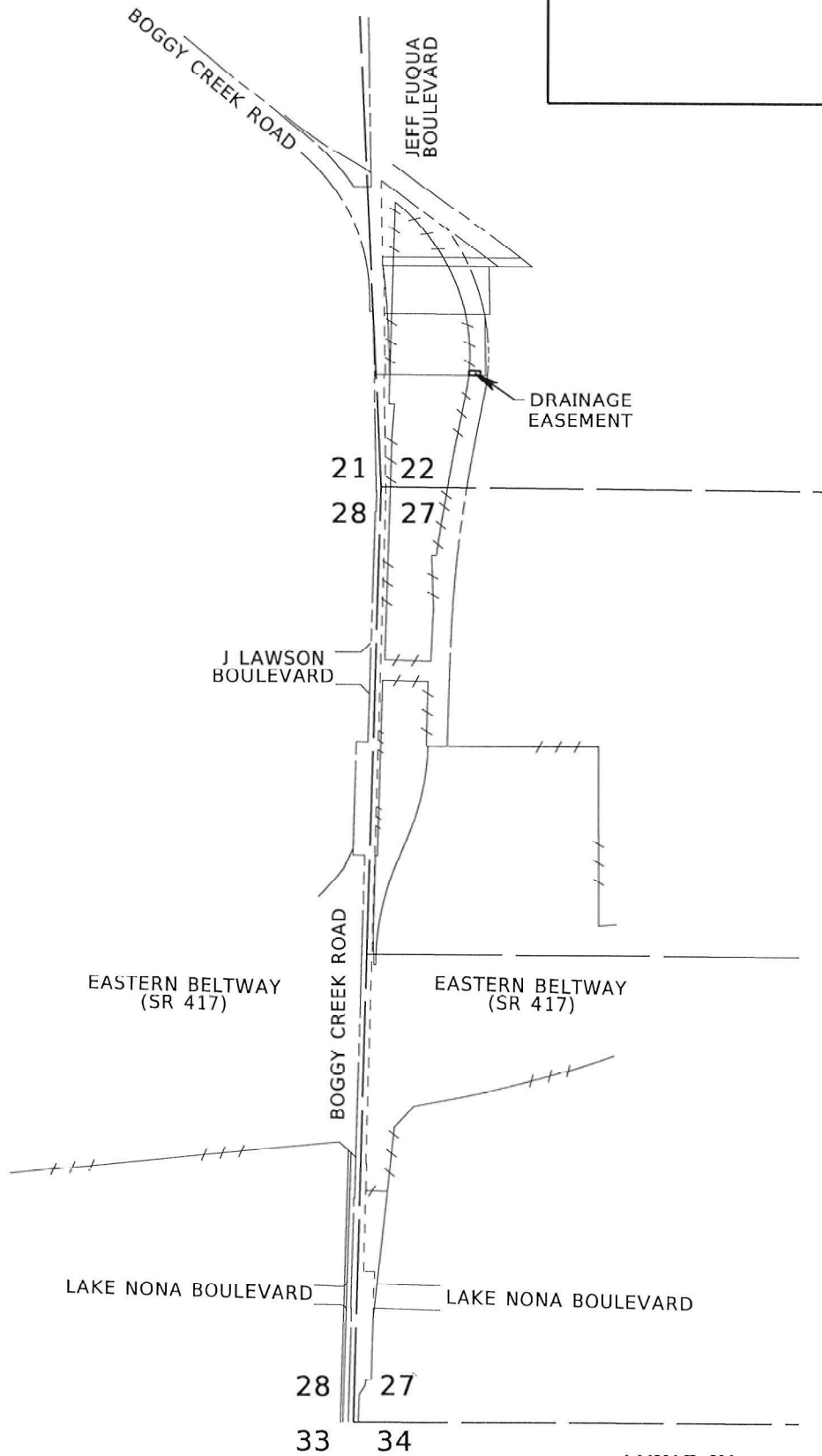
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET  2  OF  4

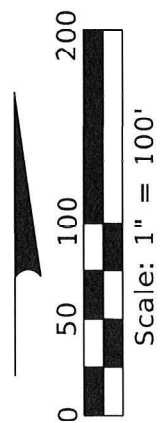
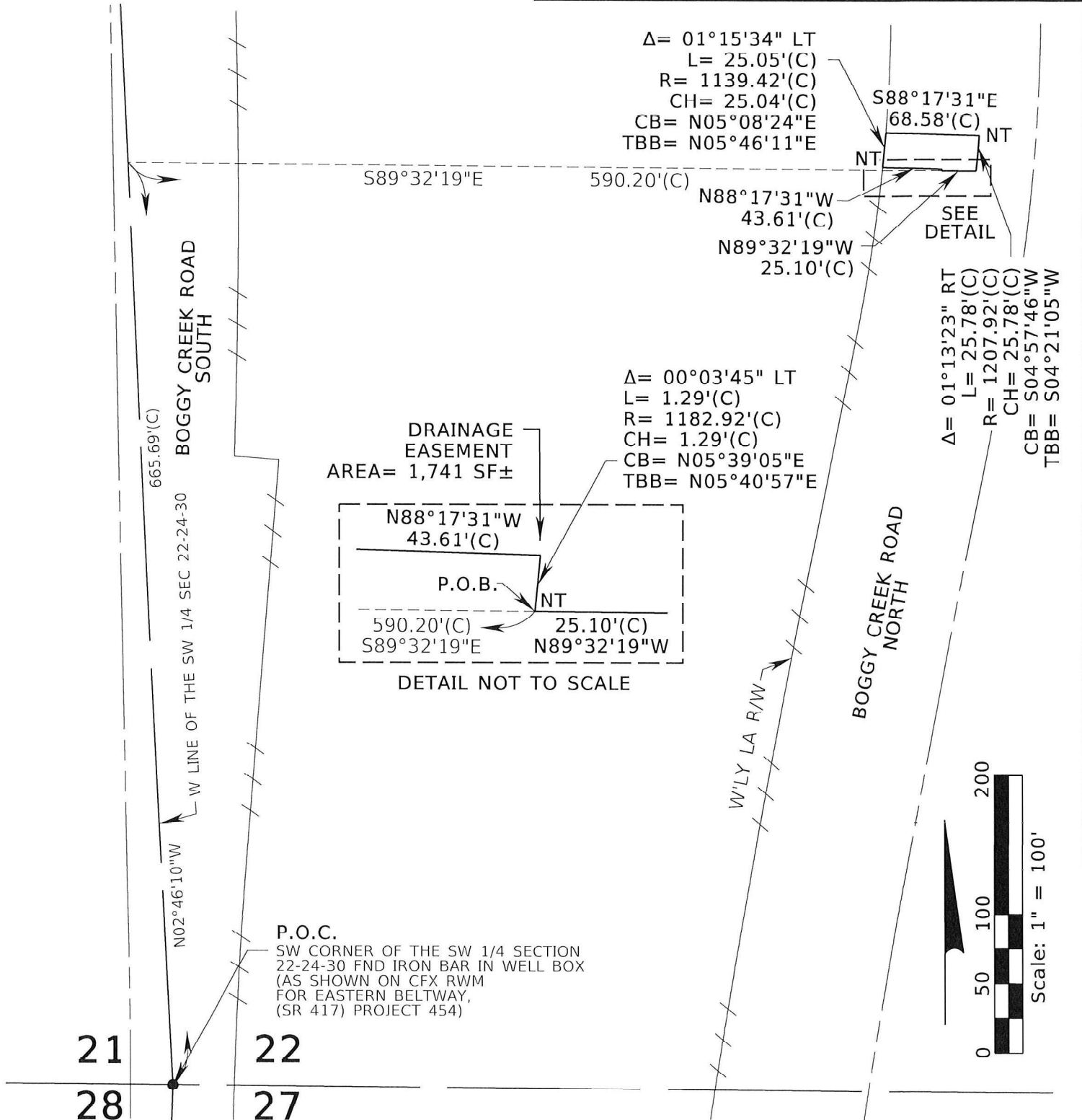
FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE:  NOVEMBER 25, 2019   
 PROJECT NO.:  D08-01   
 DRAWN:  RTS  CHECKED:  RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



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SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: NOVEMBER 25, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



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**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**


|       |  |              |                         |
|-------|--|--------------|-------------------------|
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| ID    | = IDENTIFICATION                       | PT           | = POINT OF TANGENCY     |
| IB    | = IRON BAR                             | R            | = RADIUS                |
| L     | = LENGTH                               | RT           | = RIGHT                 |
| LA    | = LIMITED ACCESS                       | R/W          | = RIGHT OF WAY          |
| LT    | = LEFT                                 | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| N&D   | = NAIL AND DISK                        | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |
|       |  | W'LY         | = WESTERLY              |

**GENERAL NOTES:**

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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

  
 H. Paul deVivero, Professional Land Surveyor No. 4990  
 6/25/2020  
 DATE

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|          |    |      |
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|          |    |      |
|          |    |      |
| REVISION | BY | DATE |

SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: NOVEMBER 25, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



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 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-501 - PORTION

PURPOSE: DRAINAGE EASEMENT  
ESTATE: PERMANENT DRAINAGE EASEMENT

## LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE SOUTH 89°33'29" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 437.20 FEET TO THE POINT OF BEGINNING AND TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 7628.44 FEET, A CHORD BEARING OF NORTH 10°10'34" EAST AND A CHORD DISTANCE OF 285.64 FEET; THENCE DEPARTING SAID SOUTH LINE, FROM A TANGENT BEARING OF NORTH 09°06'12" EAST, RUN NORTHEASTERLY 285.66 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°08'44" TO A POINT OF TANGENCY; THENCE NORTH 11°14'56" EAST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1182.92 FEET, A CHORD BEARING OF NORTH 08°27'57" EAST AND A CHORD DISTANCE OF 114.88 FEET; THENCE RUN NORTHERLY 114.92 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°33'59"; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 25.10 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1207.92 FEET, A CHORD BEARING OF SOUTH 08°24'42" WEST AND A CHORD DISTANCE OF 119.59 FEET; THENCE RUN SOUTHERLY 119.63 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°40'29" TO A POINT OF TANGENCY; THENCE SOUTH 11°14'56" WEST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7603.44 FEET, A CHORD BEARING OF SOUTH 06°28'16" WEST AND A CHORD DISTANCE OF 1266.60 FEET; THENCE RUN SOUTHERLY 1268.07 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°33'20" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 553.99 FEET; THENCE SOUTH 88°18'26" EAST, A DISTANCE OF 4.65 FEET TO THE INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD NORTH AND A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1500.39 FEET, A CHORD BEARING OF SOUTH 02°52'21" WEST AND A CHORD DISTANCE OF 44.40 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 02°01'29" WEST, RUN SOUTHERLY 44.41 FEET ALONG SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°41'45"; THENCE DEPARTING SAID EASTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 89°23'54" WEST, A DISTANCE OF 75.12 FEET TO THE INTERSECTION WITH THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD NORTH AND A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1425.39 FEET, A CHORD BEARING OF NORTH 03°22'54" EAST AND A CHORD DISTANCE OF 25.03 FEET; THENCE FROM A TANGENT BEARING OF NORTH 03°53'05" EAST, RUN NORTHERLY 25.03 FEET ALONG SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°00'22"; THENCE DEPARTING SAID WESTERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 89°23'54" EAST, A DISTANCE OF 45.64 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 573.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7628.44 FEET, A CHORD BEARING OF NORTH 05°23'54" EAST AND A CHORD DISTANCE OF 985.90 FEET; THENCE RUN NORTHERLY 986.58 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°24'36" TO THE POINT OF BEGINNING.

CONTAINING 1.328 ACRES, MORE OR LESS.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION  
SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 6

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

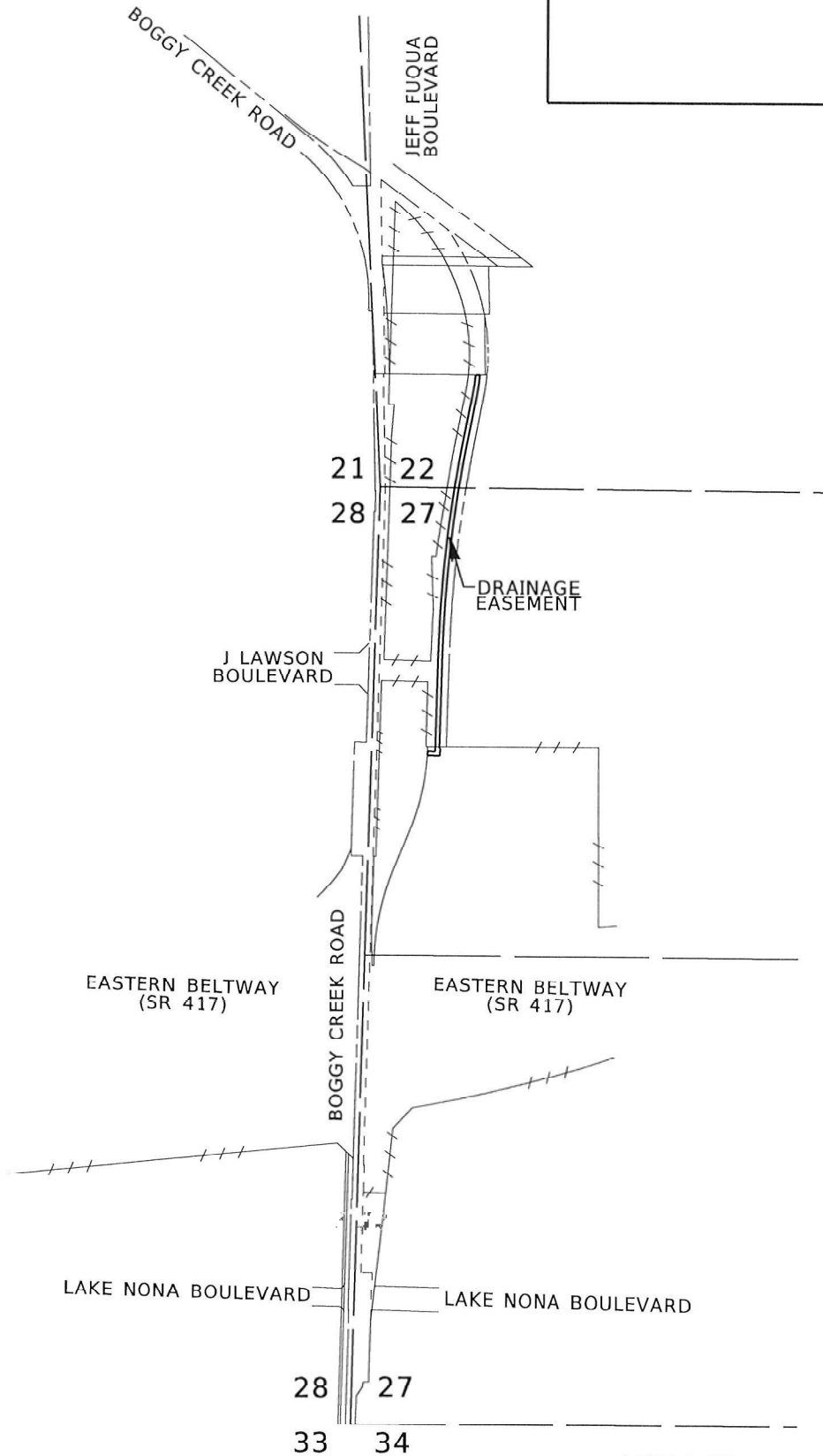


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LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

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 SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET 2 OF 6

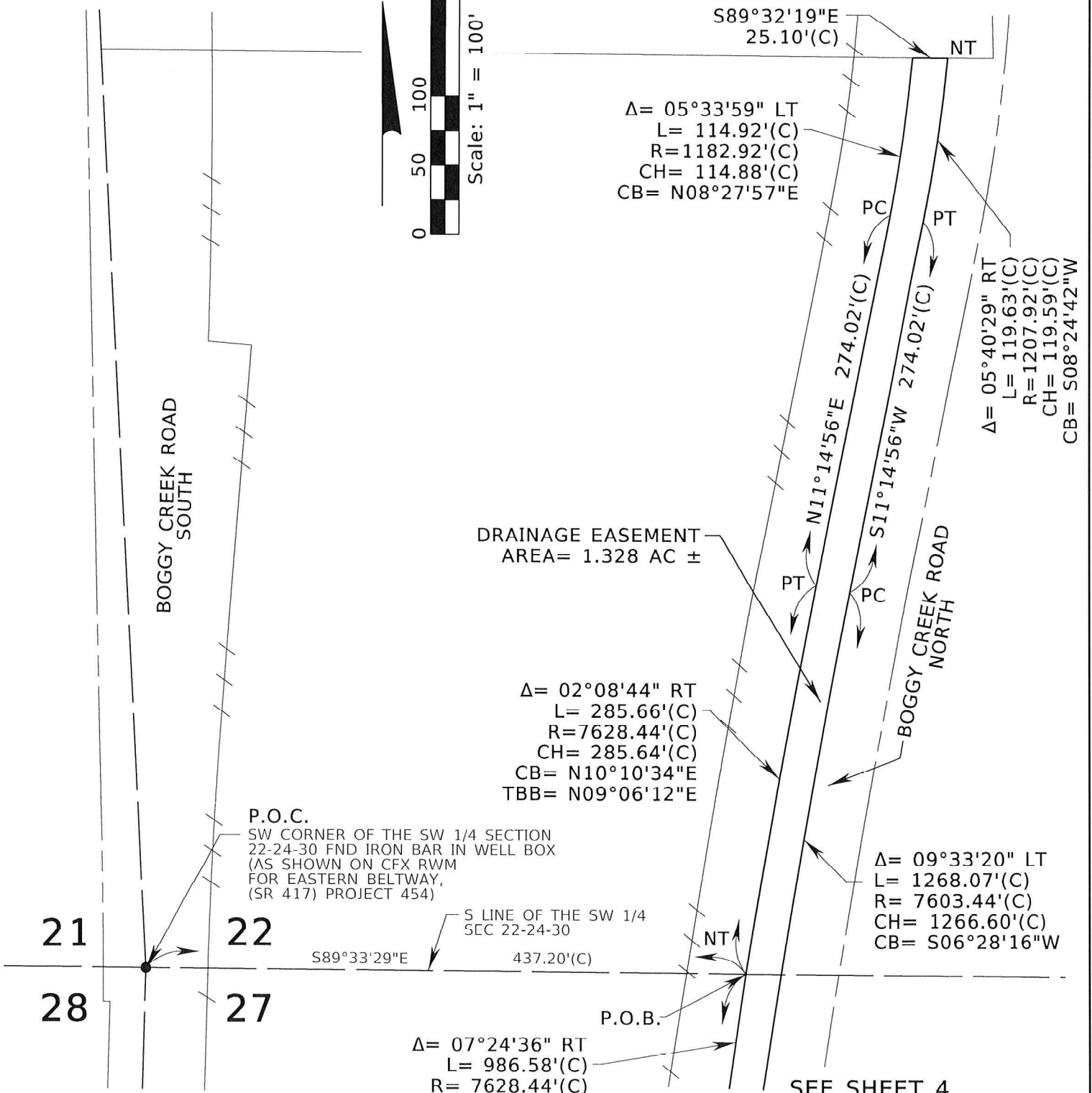
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**BOGGY CREEK ROAD**  
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SKETCH OF DESCRIPTION



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SHEET 3 OF 6

FOR: CENTRAL FLORIDA  
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DATE: DECEMBER 11, 2019

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SUITE 2401

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VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SECTION 28,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

W LINE OF THE NW 1/4 SEC 27-24-30

BOGGY CREEK ROAD  
SOUTH

SECTION 27,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

DRAINAGE EASEMENT  
AREA= 1.328 AC ±

SEE SHEET 3

$\Delta = 07^{\circ}24'36''$  RT  
L= 986.58'(C)  
R= 7628.44'(C)  
CH= 985.90'(C)  
CB= N05°23'54"E

$\Delta = 09^{\circ}33'20''$  LT  
L= 1268.07'(C)  
R= 7603.44'(C)  
CH= 1266.60'(C)  
CB= S06°28'16"W

BOGGY CREEK ROAD  
NORTH

SEE SHEET 5

N01°41'36"E  
573.93'(C)

PC

PT

S01°41'36"W  
553.99'(C)

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

SHEET 4 OF 6

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

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SKETCH OF DESCRIPTION



SECTION 28,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

W LINE OF THE NW 1/4 SEC 27-24-30

BOGGY CREEK ROAD  
SOUTH

SECTION 27,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

DRAINAGE EASEMENT  
AREA= 1.328 AC ±

BOGGY CREEK ROAD  
NORTH

S89°23'54"E  
45.64'(C)  
Δ= 01°00'22" LT  
L= 25.03'(C)  
R= 1425.39'(C)  
CH= 25.03'(C)  
CB= N03°22'54"E  
TBB= N03°53'05"E

Δ= 07°24'36" RT  
L= 986.58'(C)  
R= 7628.44'(C)  
CH= 985.90'(C)  
CB= N05°23'54"E

573.93'(C)

553.99'(C)

SEE SHEET 4

Δ= 09°33'20" LT  
L= 1268.07'(C)  
R= 7603.44'(C)  
CH= 1266.60'(C)  
CB= S06°28'16"W

W'LY LA R/W

E'LY LA R/W

S01°41'36"W

S88°18'26"E  
4.65'(C)

NT  
Δ= 01°41'45" RT  
L= 44.41'(C)  
R= 1500.39'(C)  
CH= 44.40'(C)  
CB= S02°52'21"W  
TBB= S02°01'29"W

N89°23'54"W  
75.12'(C)

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 6 FOR GENERAL NOTES AND LEGEND

SHEET 5 OF 6

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

BOGGY CREEK ROAD  
CFX PROJECT NO. 454



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**


**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| E'LY  | = EASTERLY                             | P.O.B.       | = POINT OF BEGINNING    |
| EXIST | = EXISTING                             | P.O.C.       | = POINT OF COMMENCEMENT |
| FND   | = FOUND                                | PT           | = POINT OF TANGENCY     |
| ID    | = IDENTIFICATION                       | R            | = RADIUS                |
| IB    | = IRON BAR                             | RT           | = RIGHT                 |
| L     | = LENGTH                               | R/W          | = RIGHT OF WAY          |
| LA    | = LIMITED ACCESS                       | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| LT    | = LEFT                                 | SEC          | = SECTION               |
| N&D   | = NAIL AND DISK                        | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |
|       |  | W'LY         | = WESTERLY              |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF SOUTH 89°33'29" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION

|          |    |      |
|----------|----|------|
|          |    |      |
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|          |    |      |
|          |    |      |
| REVISION | BY | DATE |

SHEET 6 OF 6

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**EXHIBIT "F"**  
**Easement Agreement**

This document was prepared by:  
Laura L. Kelly  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

Project 417-454 Boggy Creek Road  
Parcels 45-401, 45-402, and 501  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**EASEMENT AND MAINTENANCE AGREEMENT**

**THIS EASEMENT AND MAINTENANCE AGREEMENT** (hereinafter, the "**Agreement**") is made and entered as of the Effective Date (hereinafter defined), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 ("**County**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**CFX**"). County and CFX are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, contemporaneous with the execution and delivery of this Agreement, CFX has conveyed to County approximately \_\_\_\_\_ acres, lying in unincorporated east Orange County, Florida more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference ("**Property**"); and

**WHEREAS**, CFX and County entered into that certain Right-of-Way Transfer and Continuing Maintenance Agreement Between Central Florida Expressway Authority and County dated \_\_\_\_\_ ("**ROW Agreement**"), whereby County agreed to grant to CFX certain drainage easements over, across and upon portions of the Property more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference ("**Easement Areas**"); and

**WHEREAS**, CFX and County have agreed to the establishment of the easement as set forth herein and the establishment of the maintenance obligations relating thereto and have further agreed to other matters contained herein.

**NOW THEREFORE**, in consideration of mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and CFX hereby covenant and agree to and with each other as follows:

1. **Recitals.** That the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Drainage Easement.** County does hereby grant, bargain, sell, release, convey, and confirm unto CFX a non-exclusive perpetual easement in, upon, over, through, and across the Easement Areas, for the purpose of providing stormwater drainage, discharge, conveyance, runoff, detention, and retention (collectively, the “Drainage Facilities”) and the right to construct, reconstruct, or reconfigure the Drainage Facilities therein (collectively, the “Drainage Easement”), subject to any and all applicable permits and other governmental requirements. CFX shall have the right to design, engineer, permit, construct, develop, and maintain the Drainage Easement herein granted including all incidental rights reasonably necessary for the use and enjoyment of the Drainage Easement for its intended purposes, including, specifically, the right of entry onto the Easement Areas for purposes of maintenance, operation, repair, and construction of Drainage Facilities now or hereafter located within the Easement Areas.

3. **Maintenance of the Easement Areas.** CFX, at its sole cost and expense, accepts responsibility for any and all continuing and future maintenance obligations and responsibility for the Easement Areas. In the event County disturbs or damages the Drainage Facilities or any other areas within the Easement Areas restricting the use of the Drainage Facilities, County shall, at its sole cost and expense, repair and replace the Drainage Facilities and any other disturbed areas in the Easement Areas to the reasonable satisfaction of CFX.

4. **Non-Disturbance of Easement Rights.** Except as otherwise provided in this Agreement, the Parties hereto agree not to build, construct, or place any buildings, structures, barriers, and fill or other hindrances in the Drainage Easement other than the intended facility or Drainage Facilities, and not to in any way materially modify or change the lands encumbered by the foregoing Drainage Easement in a manner that would disturb or interfere with the proper construction, operation, or maintenance of such Drainage Easement.

5. **Termination of Drainage Easement.** CFX may, at its option, remove the materials comprising the Drainage Facilities installed and maintained by CFX with one hundred eighty (180) days prior written notice to County, in which event, CFX shall return the Easement Areas to its original state as it existed prior to the Effective Date of this Agreement and shall execute and record a written termination of easement in the Public Records of Orange County, Florida. In the event of damage to or destruction of all or a portion of the Property due to such removal, CFX, at its sole cost and expense, shall return the Property and replace any improvements located on the Property to the condition as they existed immediately prior to such damage or destruction by CFX and to the reasonable satisfaction of County. If the Drainage Facilities are replaced, the provisions of this Agreement shall remain in full force and effect, including CFX’s obligation to maintain said Drainage Facilities.

6. **Compliance with all Legal Rules.** CFX shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the federal government and its agencies, the State of Florida, and Orange County, unless otherwise agreed between the County and CFX.

7. **Notices.** All notices, demands, approvals, requests, and other communication required or permitted hereunder shall be in writing and shall be deemed to be delivered and received upon the earlier of (i) actual receipt; (ii) the next business day following its deposit with a reputable overnight courier or (iii) the third (3<sup>rd</sup>) day following its deposit in a regularly



maintained receptacle for the United States Mail, as registered or certified mail, return receipt requested, postage fully prepaid, addressed to the addressee as its address is set forth below, or at such other address as such addressee may have specified by notice delivered in accordance with this paragraph and actually received by the addressee:

County: Orange County Real Estate Management Division  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: Manager  
Telephone: (407) 836-7070

With a copy to: Orange County Public Works  
4200 S. John Young Parkway  
Orlando, Florida 32839  
Attn: County Engineer  
Telephone: (407) 836-7900

CFX: Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: Executive Director  
Telephone: (407) 690-5000  
Facsimile: (407) 690-5011

With a copy to: Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807  
Attn: General Counsel  
Telephone: (407) 690-5000

8. **Default.** In the event either of the Parties breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by said party under the terms and provisions of this Agreement, the other party, in its sole discretion, and after thirty (30) days prior written notice and opportunity to cure, shall be entitled to: (i) exercise any and all rights and remedies available to said party at law and in equity, including, without limitation, the right of specific performance, or (ii) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

9. **Miscellaneous Provisions.**

a. **No Other Parties.** This Agreement is solely for the benefit of the Parties,

and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

b. Binding Effect. This Agreement shall be binding on the Parties, and upon all entities operating for or on behalf of the Parties pursuant to this Agreement.

c. Governing Law; Venue. The Florida law shall govern the validity, enforcement and interpretation of this Agreement, and the Parties agree that venue for any action arising hereunder shall lie in Orange County, Florida

d. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and shall not be changed, altered, or modified, except by an instrument in writing signed by the Parties.

e. Counterparts. This Agreement may be executed in one or more counterparts, including electronic, digital or facsimile copies, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

f. Effective Date. The effective date of this Agreement shall be effective upon which the last of the Parties hereto executes this Agreement (“Effective Date”).

g. Non-Waiver. The failure of any party to insist upon the other party’s compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duty to comply with such obligations in all other instances.

h. Recording. County shall, subject to reimbursement from CFX for fifty percent (50%) of the costs, cause this Agreement to be recorded in the Public Records of Orange County, Florida.

[SIGNATURE PAGES TO FOLLOW]

Project 417-454 Boggy Creek Road  
Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the date and year last written below.

**“COUNTY”**

(Official Seal)

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

BY: \_\_\_\_\_

Jerry L. Demings

Orange County Mayor

DATE: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

Signed, sealed, and delivered  
in the presence of:

**“CFX”**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Brenda Carey, Chairman

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

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 \_\_\_\_\_, 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: \_\_\_\_\_

**EXHIBIT "G"**  
**Existing L/A Lines**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-400 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### LINE "A"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1306.33 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 133.07 FEET TO THE INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING FOR LINE "A"; THENCE NORTH 01°41'36" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 50.01 FEET TO THE POINT OF TERMINUS FOR LINE "A".

#### LINE "B"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1306.33 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 456.47 FEET TO THE INTERSECTION WITH THE LIMITED ACCESS RIGHT OF WAY LINE AS SHOWN ON SAID MAP, BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.92 FEET, A CHORD BEARING OF NORTH 28°47'56" WEST, A CHORD DISTANCE OF 57.31 FEET AND THE POINT OF BEGINNING; THENCE FROM A TANGENT BEARING OF NORTH 27°21'30" WEST, RUN NORTHERLY 57.32 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°52'52" TO THE POINT OF TERMINUS FOR LINE "B".

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: AUGUST 20, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

1349 S INTERNATIONAL PKWY

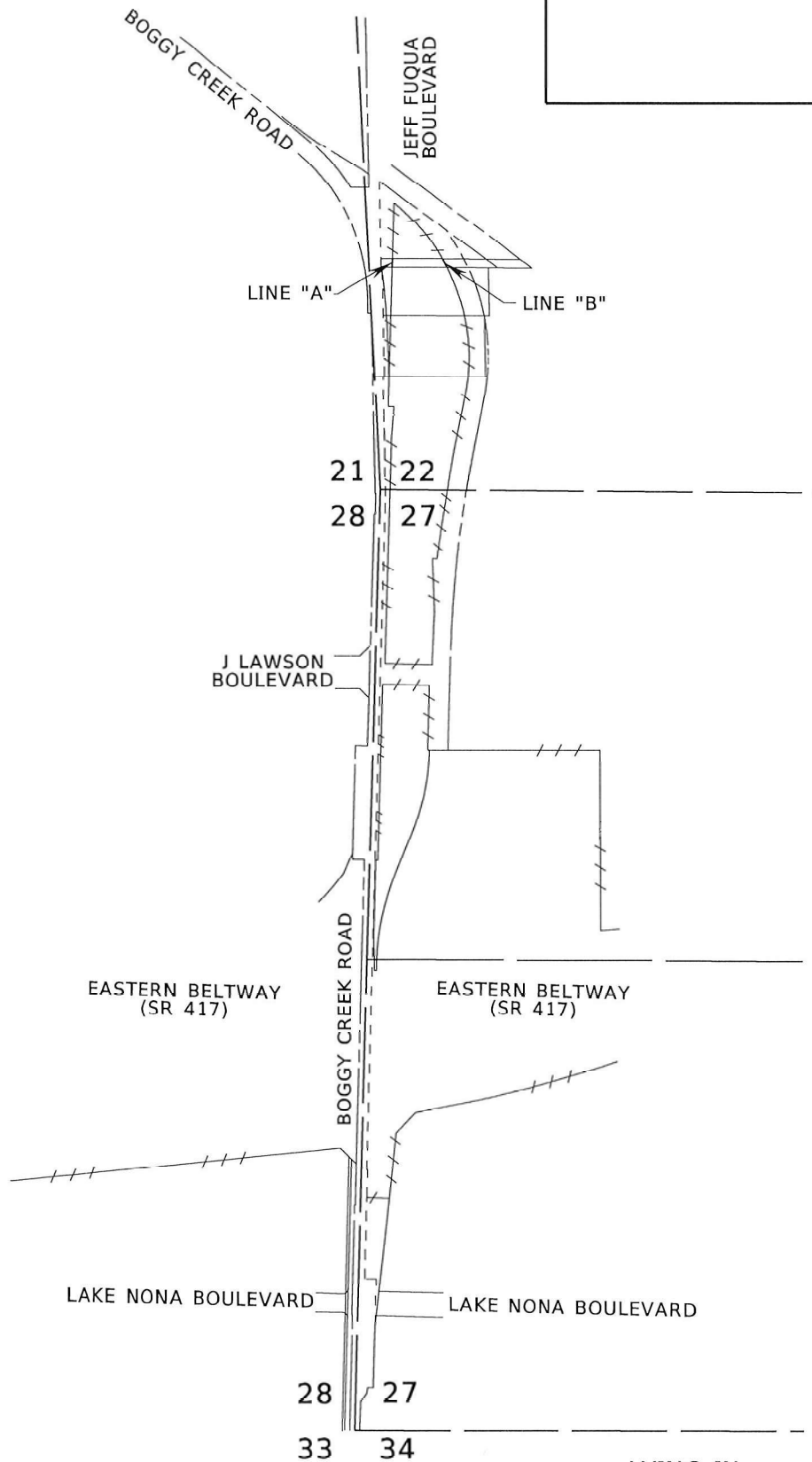
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 2 OF 4

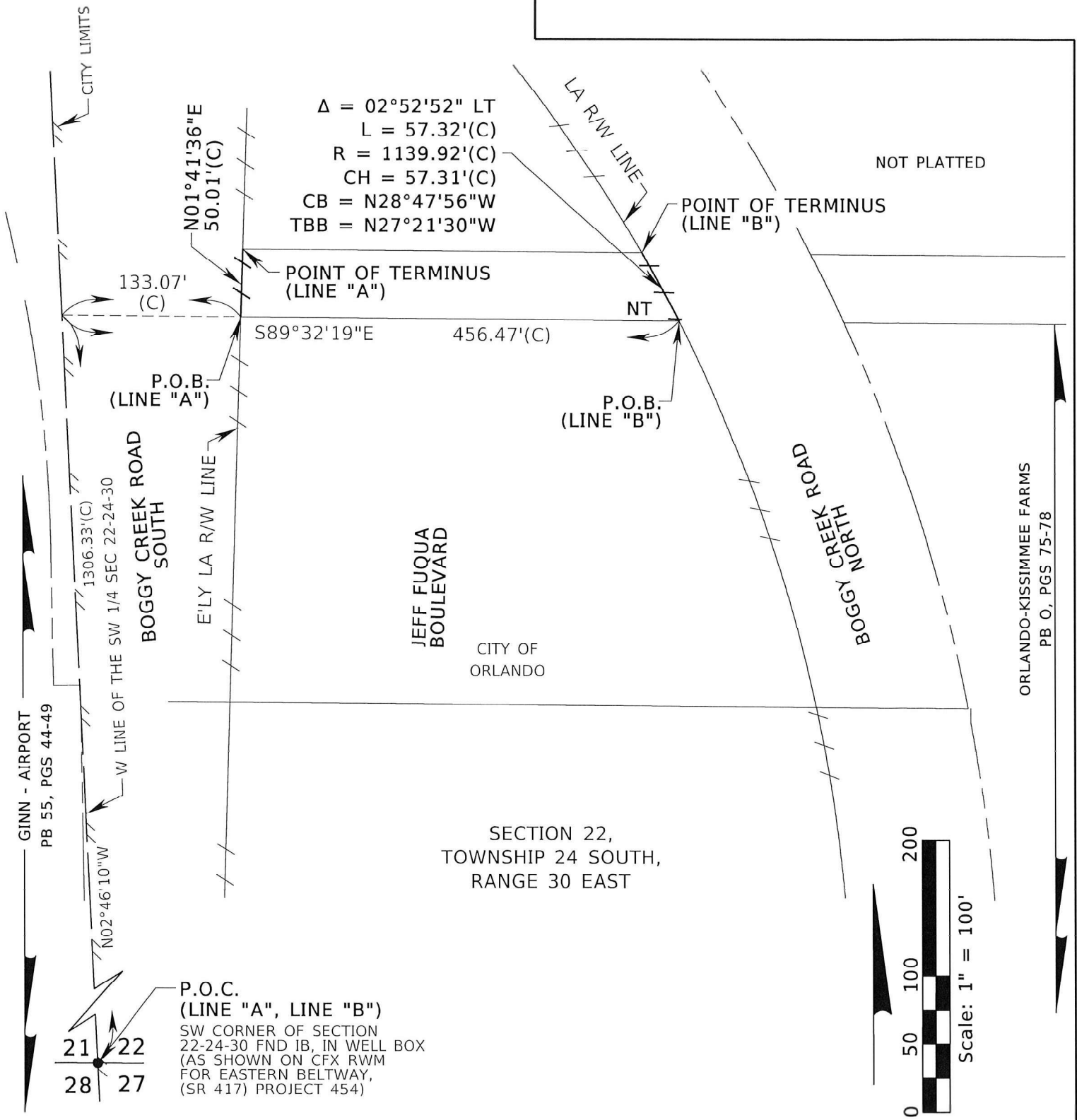
FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
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**BOGGY CREEK ROAD**  
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**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
|-------|--|--------------|-------------------------|
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| FND   | = FOUND                                | PT           | = POINT OF TANGENCY     |
| ID    | = IDENTIFICATION                       | R            | = RADIUS                |
| IB    | = IRON BAR                             | R/W          | = RIGHT OF WAY          |
| L     | = LENGTH                               | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| LA    | = LIMITED ACCESS                       | SEC          | = SECTION               |
| LT    | = LEFT                                 | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 02°46'10" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020

DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

|          |    |      |
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|          |    |      |
|          |    |      |
|          |    |      |
| REVISION | BY | DATE |

SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-402 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LINE "A"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 83.21 FEET TO THE INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING FOR LINE "A"; THENCE NORTH 01°41'36" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 356.07 FEET TO THE POINT OF TERMINUS FOR LINE "A".

LINE "B"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 547.02 FEET TO THE INTERSECTION WITH THE LIMITED ACCESS RIGHT OF WAY LINE AS SHOWN ON SAID MAP, BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.92 FEET, A CHORD BEARING OF NORTH 03°07'18" WEST, A CHORD DISTANCE OF 356.69 FEET AND SAID POINT BEING THE POINT OF BEGINNING FOR LINE "B"; THENCE FROM A TANGENT BEARING OF NORTH 05°52'46" EAST, RUN NORTHERLY 358.16 FEET ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°00'07" TO THE POINT OF TERMINUS FOR LINE "B".

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

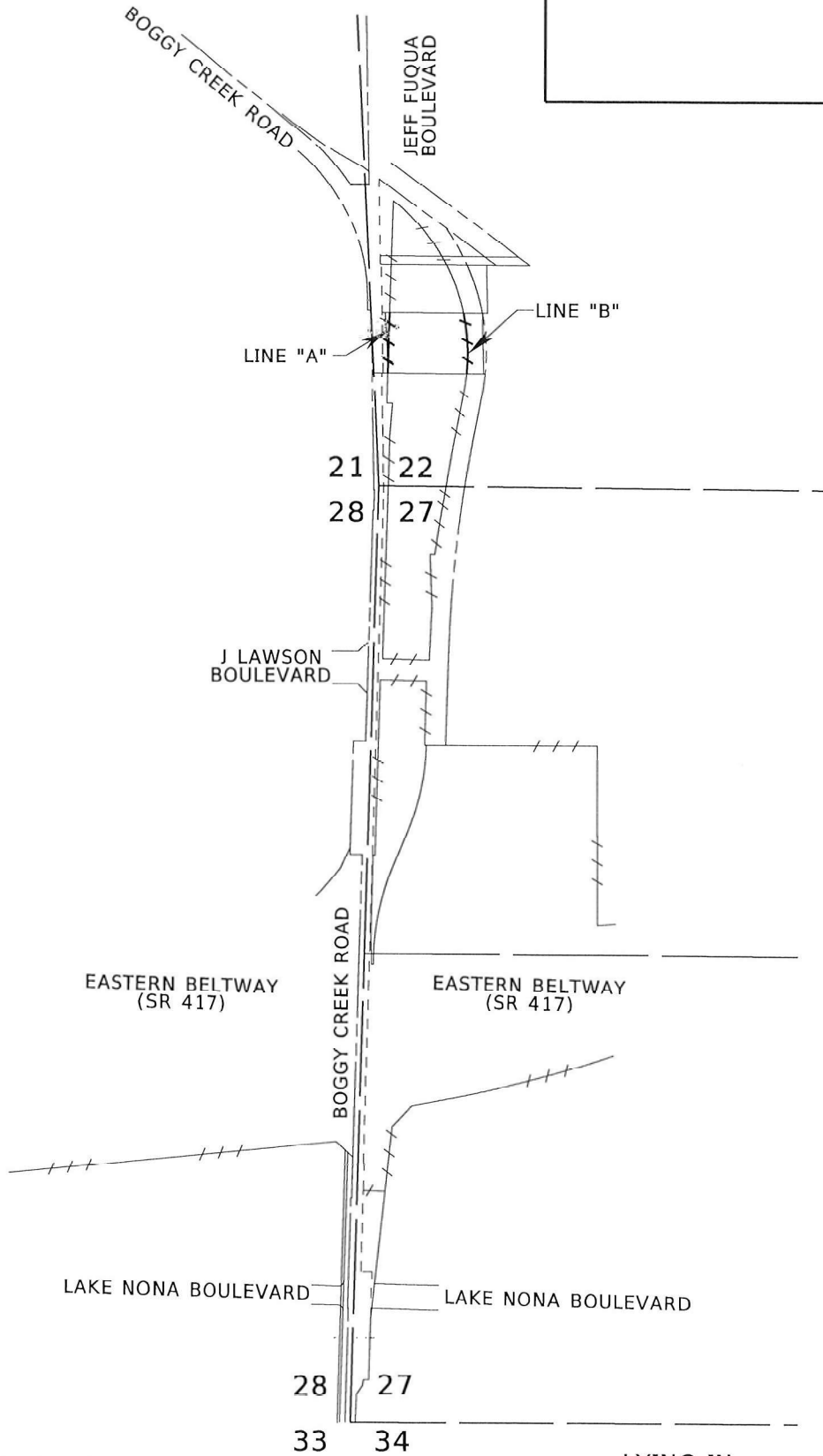
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: AUGUST 20, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET 2 OF 4

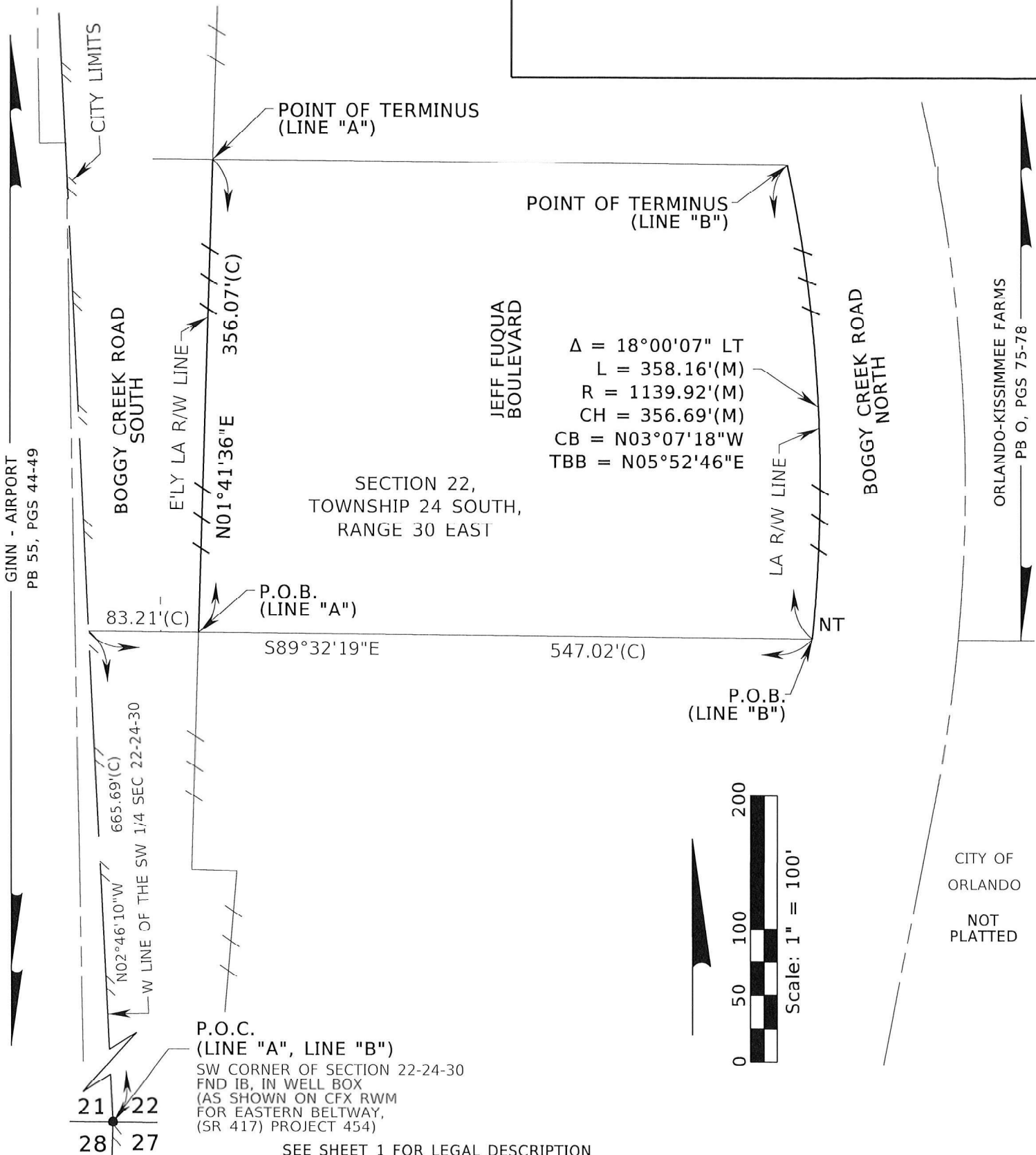
FOR: CENTRAL FLORIDA  
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**BOGGY CREEK ROAD**  
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SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: AUGUST 20, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
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**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**


|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| E'LY  | = EASTERLY                             | P.O.B.       | = POINT OF BEGINNING    |
| EXIST | = EXISTING                             | P.O.C.       | = POINT OF COMMENCEMENT |
| FND   | = FOUND                                | PT           | = POINT OF TANGENCY     |
| ID    | = IDENTIFICATION                       | R            | = RADIUS                |
| IB    | = IRON BAR                             | R/W          | = RIGHT OF WAY          |
| L     | = LENGTH                               | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| LA    | = LIMITED ACCESS                       | SEC          | = SECTION               |
| LT    | = LEFT                                 | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 02°46'10" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION


  
 H. Paul deVivero, Professional Land Surveyor No. 4990  
 6/25/2020  
 DATE

|          |    |      |
|----------|----|------|
|          |    |      |
|          |    |      |
|          |    |      |
|          |    |      |
| REVISION | BY | DATE |

SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

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 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL45-501 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22 AND THE WEST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### LINE "A"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01°41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 1370.04 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID EASTERN BELTWAY (SR 417); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 87°18'24" EAST ALONG SAID PROLONGATION LINE, A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING FOR LINE "A"; THENCE CONTINUE SOUTH 87°18'24" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 128.77 FEET TO THE POINT OF TERMINUS FOR LINE "A".

### LINE "B"

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A SET NAIL AND DISK "L.B. #3577" AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01°41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 583.17 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID EASTERN BELTWAY (SR 417); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°18'24" EAST ALONG SAID PROLONGATION LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING FOR LINE "B"; THENCE THE FOLLOWING FIVE COURSES ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE; CONTINUE SOUTH 88°18'24" EAST, A DISTANCE OF 13.38 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 1036.13 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 382.25 FEET; THENCE NORTH 89°50'55" EAST, A DISTANCE OF 84.73 FEET TO THE POINT OF TERMINUS FOR LINE "B".

### LINE "C"

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 83.21 FEET TO THE INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING FOR LINE "C"; THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE LIMITED ACCESS RIGHT OF WAY LINE AS SHOWN ON SAID MAP; RUN SOUTH 01°41'36" WEST, A DISTANCE OF 178.55 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 33.60 FEET; THENCE SOUTH 04°41'36" WEST, A DISTANCE OF 183.45 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 302.50 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID SOUTHWEST 1/4; THENCE CONTINUE SOUTH 01°41'36" WEST, A DISTANCE OF 1020.60 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 275.00 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 45.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.44 FEET, A CHORD BEARING OF

SEE SHEET 3 FOR VICINITY MAP

SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION

SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 8

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 18, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL45-501 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

NORTH 02°41'01" EAST AND A CHORD DISTANCE OF 265.15 FEET; THENCE RUN NORTHERLY 265.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°58'50"; THENCE NORTH 02°06'16" WEST, A DISTANCE OF 317.67 FEET; THENCE SOUTH 82°05'05" EAST, A DISTANCE OF 27.45 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7673.26 FEET, A CHORD BEARING OF NORTH 09°09'25" EAST AND A CHORD DISTANCE OF 332.59 FEET; THENCE FROM A TANGENT BEARING OF NORTH 07°54'55" EAST, RUN NORTHERLY 332.61 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°29'01" TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.44 FEET, A CHORD BEARING OF NORTH 09°52'23" EAST AND A CHORD DISTANCE OF 368.37 FEET; THENCE FROM A TANGENT BEARING OF NORTH 08°29'50" EAST, RUN NORTHERLY 368.41 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'05" TO A POINT OF TANGENCY; THENCE NORTH 11°14'56" EAST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.92 FEET, A CHORD BEARING OF NORTH 08°33'50" EAST AND A CHORD DISTANCE OF 106.78 FEET; THENCE RUN NORTHERLY 106.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°22'08" TO THE POINT OF TERMINUS FOR LINE "C".

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEET 3 FOR VICINITY MAP  
SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION  
SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 8

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 18, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

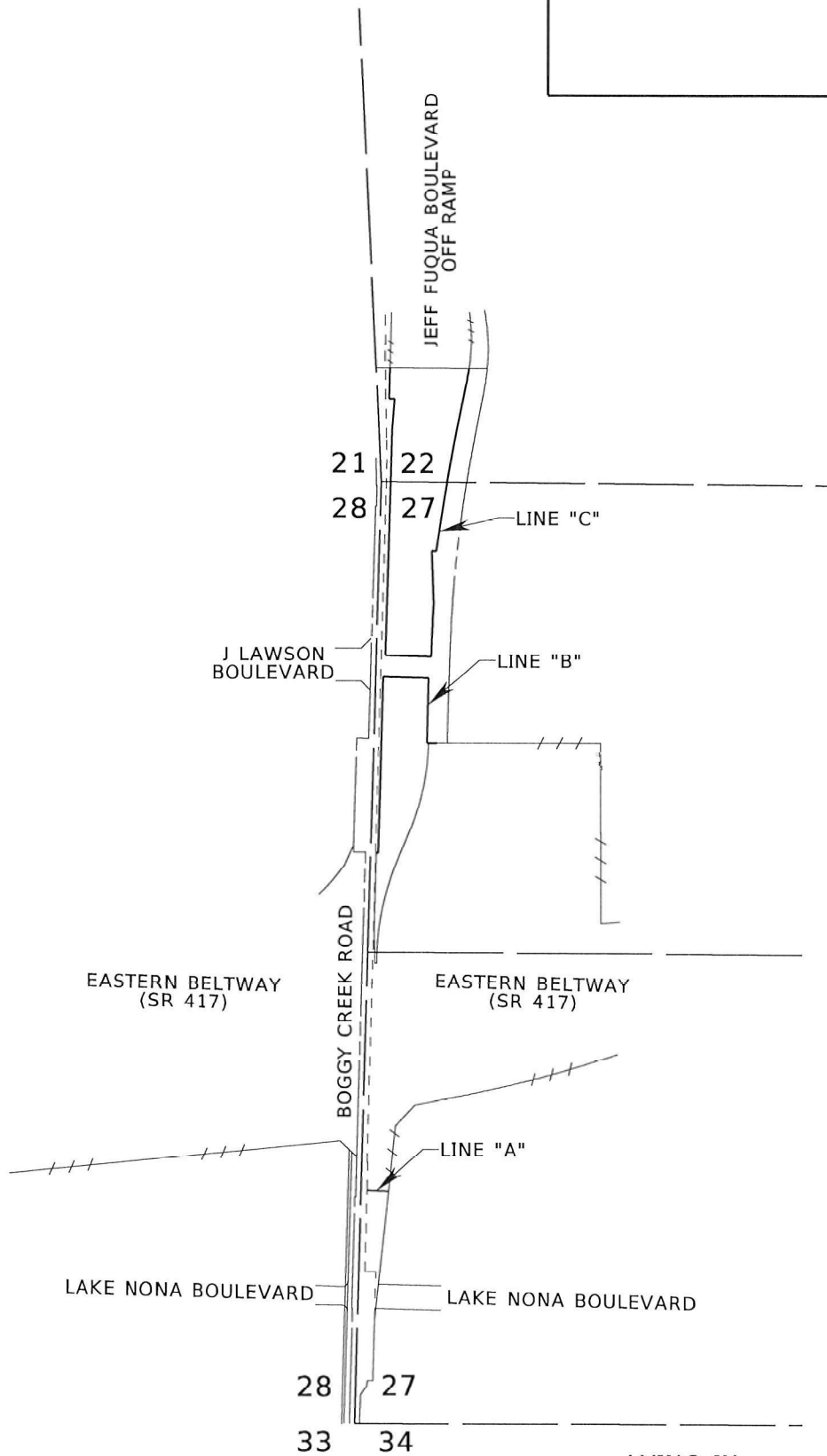


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LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION  
 SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 3 OF 8

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 18, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

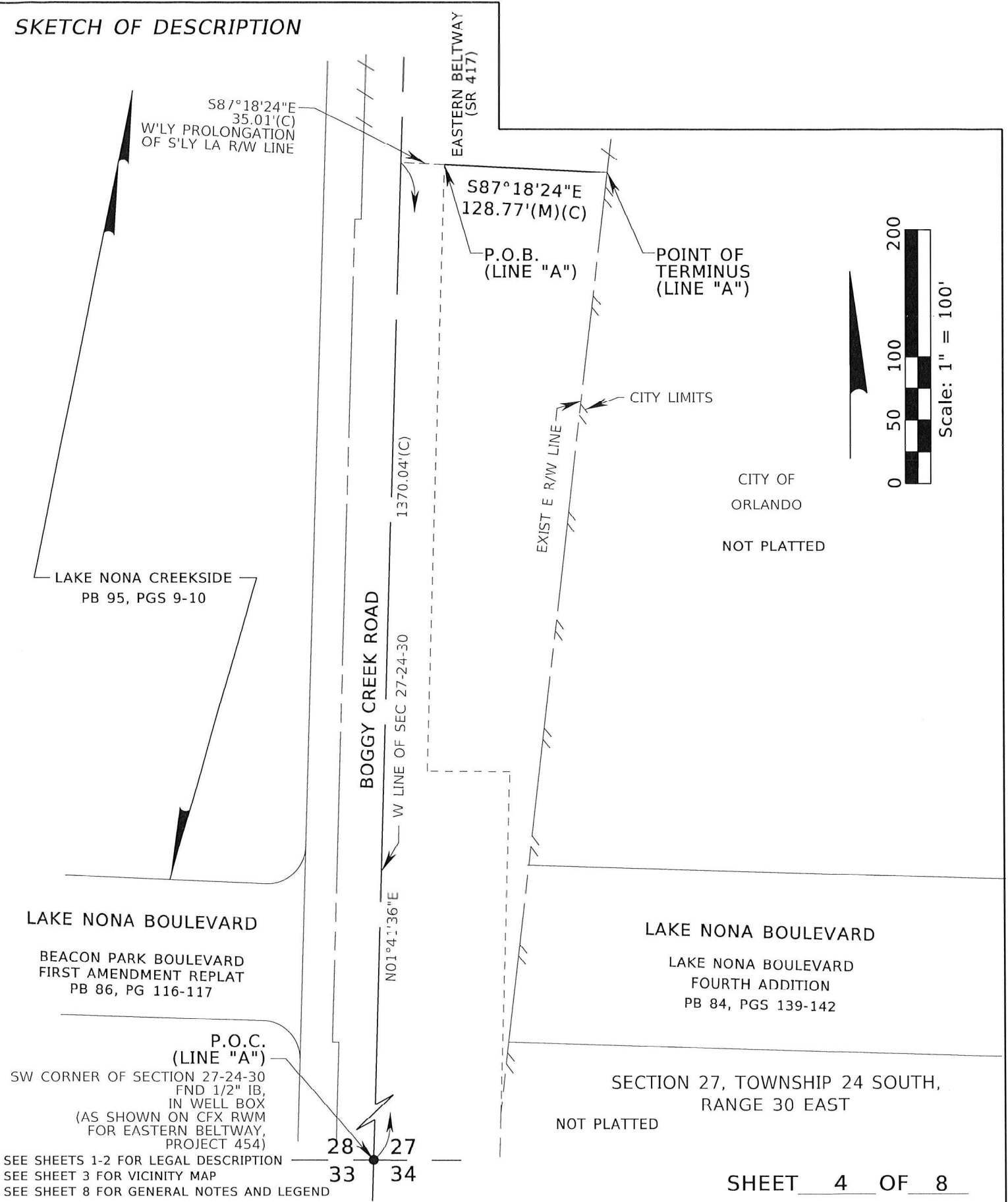
**BOGGY CREEK ROAD**  
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SKETCH OF DESCRIPTION



FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 18, 2019

PROJECT NO.: D08-01

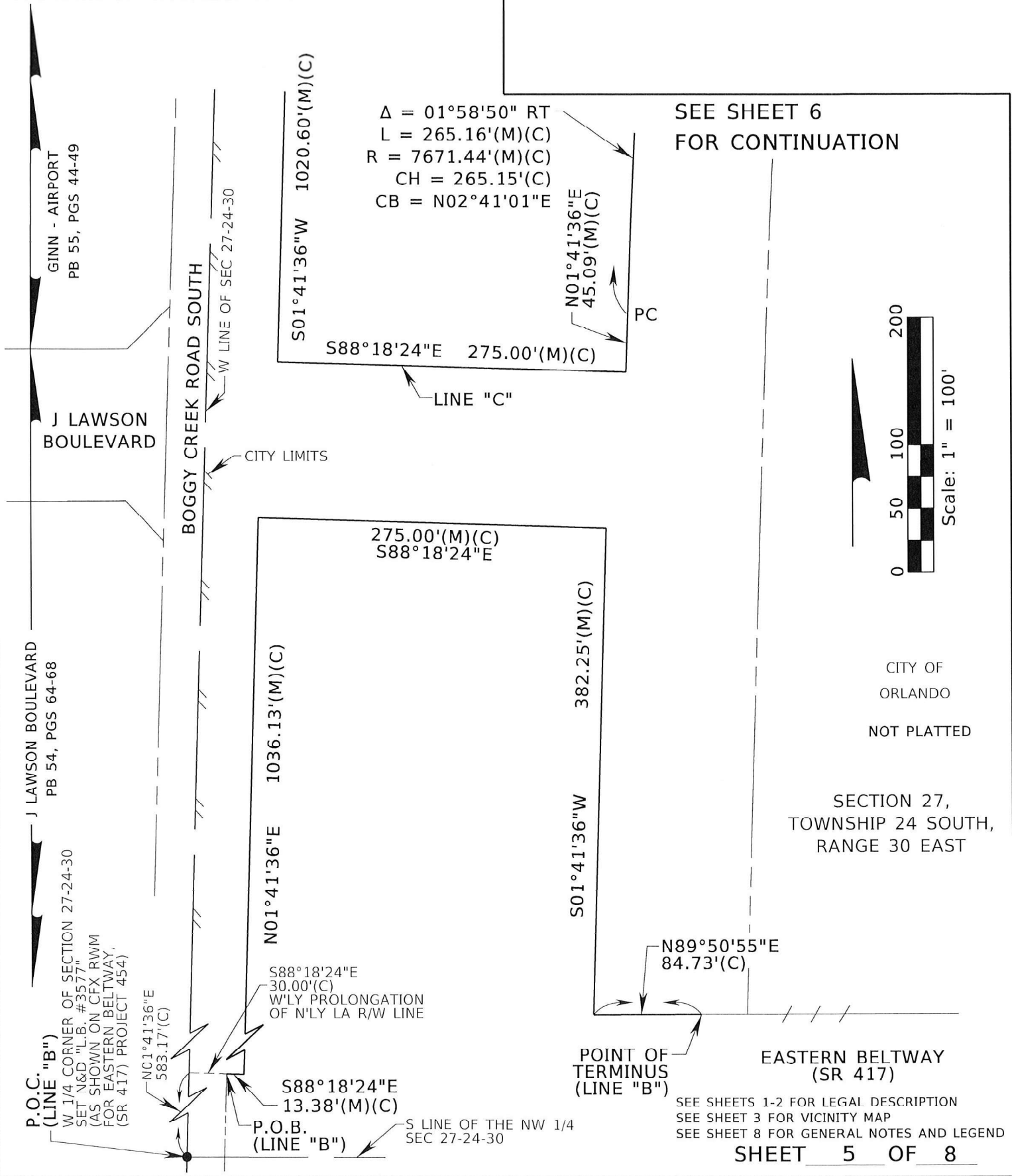
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
CFX PROJECT NO. 454**



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SKETCH OF DESCRIPTION



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 18, 2019  
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**BOGGY CREEK ROAD  
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SKETCH OF DESCRIPTION

SEE SHEET 7  
FOR CONTINUATION

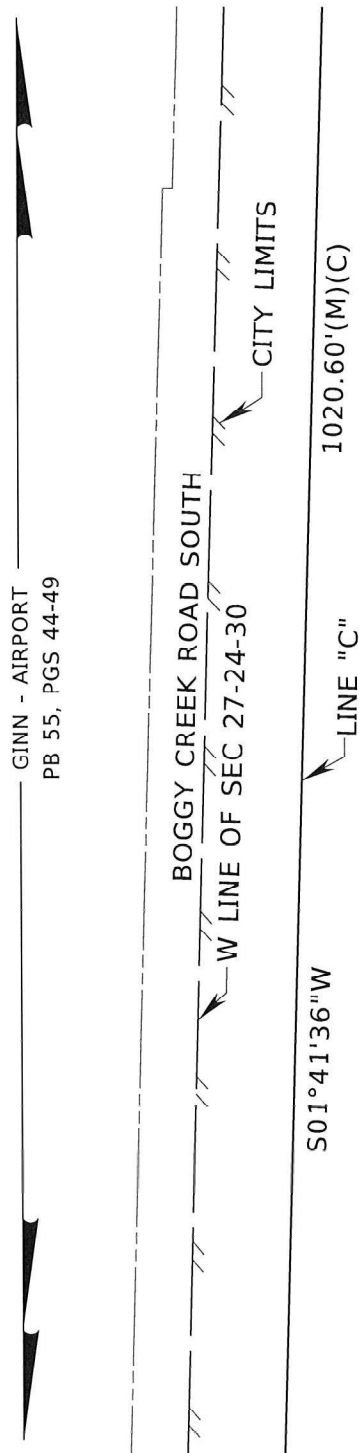
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 $L = 368.39'(M)$   
 368.41'(C)  
 $R = 7671.44'(M)(C)$   
 $CH = 368.37'(C)$   
 $CB = N09^{\circ}52'23''E$   
 $TBB = N08^{\circ}29'50''E$

$\Delta = 02^{\circ}29'01''$  RT  
 $L = 332.62'(M)$   
 332.61'(C)  
 $R = 7673.26'(M)(C)$   
 $CH = 332.59'(C)$   
 $CB = N09^{\circ}09'25''E$   
 $TBB = N07^{\circ}54'55''E$

$S82^{\circ}05'05''E$   
 $27.45'(M)(C)$

$\Delta = 01^{\circ}58'50''$  RT  
 $L = 265.16'(M)(C)$   
 $R = 7671.44'(M)(C)$   
 $CH = 265.15'(C)$   
 $CB = N02^{\circ}41'01''E$

SEE SHEET 5  
FOR CONTINUATION



CITY OF  
ORLANDO  
NOT PLATTED


SECTION 27,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR VICINITY MAP  
 SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

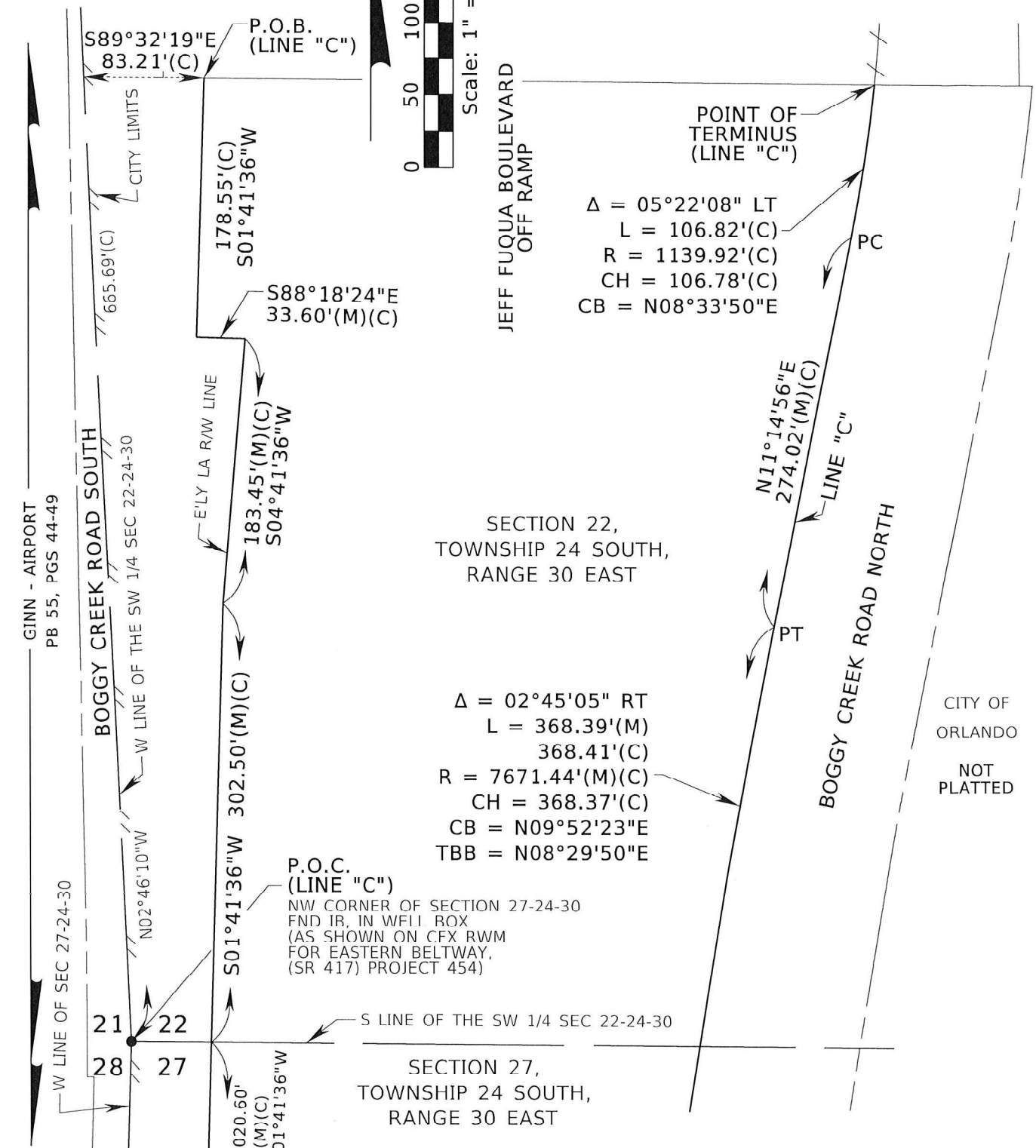
SHEET 6 OF 8

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 18, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
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SKETCH OF DESCRIPTION



$\Delta = 05^{\circ}22'08''$  LT  
 $L = 106.82'(C)$   
 $R = 1139.92'(C)$   
 $CH = 106.78'(C)$   
 $CB = N08^{\circ}33'50''E$

SECTION 22,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

$\Delta = 02^{\circ}45'05''$  RT  
 $L = 368.39'(M)$   
 $368.41'(C)$   
 $R = 7671.44'(M)(C)$   
 $CH = 368.37'(C)$   
 $CB = N09^{\circ}52'23''E$   
 $TBB = N08^{\circ}29'50''E$

**P.O.C. (LINE "C")**  
 NW CORNER OF SECTION 27-24-30  
 FND IR, IN WELL BOX  
 (AS SHOWN ON CFX RWM  
 FOR EASTERN BELTWAY,  
 (SR 417) PROJECT 454)

SECTION 27,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

SEE SHEET 6  
FOR CONTINUATION

SHEET 7 OF 8

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR VICINITY MAP  
SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 18, 2019  
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**BOGGY CREEK ROAD**  
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**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

AC = ACRES  
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 (RWM) OR (M) = RIGHT OF WAY MAP  
 S'LY = SOUTHERLY  
 SEC = SECTION  
 SF = SQUARE FEET  
 SR = STATE ROAD  
 TBB = TANGENT BEARING BACK  
 W'LY = WESTERLY

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 01°41'36" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
DATE

SEE SHEETS 1 - 2 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR VICINITY MAP  
 SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION

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| REVISION | BY | DATE |  |

SHEET 8 OF 8

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 18, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

**EXHIBIT "H"**  
**Release**

***Prepared by and Return to:***

Laura L. Kelly  
Associate General Counsel  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807

For recording purposes

SR 417, Project No. 417-454 Boggy Creek Road  
Parcels 45-400, 45-402, and 45-501  
County Project: Boggy Creek Road Right-of-Way Transfer (CFX)

**NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINE**

**THIS NOTICE OF PARTIAL RELEASE OF LIMITED ACCESS LINES** ("Notice") is hereby executed the \_\_\_\_\_ day of \_\_\_\_\_ 2020 by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807.

**RECITALS:**

**WHEREAS**, CFX is the owner and holder of a limited access lines running north along the west side of north Boggy Creek Road, and running along the east side of Boggy Creek Road south, both more particularly described as Limited Access Right of Way Parcels 45-400, 45-402, and 45-501 as acquired pursuant to that certain Stipulated Order of Taking, Case No. CI91-6724 in the Circuit Court of the Ninth Judicial Circuit, Orange County, Florida entered October 18, 1991, and that certain Warranty Deed recorded November 14, 1991 in Official Records Book 4345, Page 3237, Public Records of Orange County, Florida ("Existing Limited Access Lines"); and

**WHEREAS**, Orange County has conveyed to CFX new limited access lines also along the west side of Boggy Creek Road south and running along the east side of Boggy Creek Road north, via County Deed dated \_\_\_\_\_ and recorded \_\_\_\_\_ as Document number \_\_\_\_\_ and as established in a Quit Claim Deed from CFX to the County dated \_\_\_\_\_ and recorded \_\_\_\_\_ as Document number \_\_\_\_\_;  
and

**WHEREAS**, CFX is desirous of releasing a portion of the Existing Limited Access Lines along Boggy Creek Road more particularly described on **EXHIBIT "A"**.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which CFX hereby acknowledges, the CFX agrees:

1. **Incorporation.** The foregoing recitals are hereby incorporated into and made a part of this Notice.

2. **Release.** CFX hereby releases and terminates the portion of the Existing Limited Access Lines represented by the limited access lines more particularly set forth on **EXHIBIT "A"** attached hereto and incorporated herein by this reference. It is understood and agreed that nothing contained herein shall be construed to release, discharge or convey any other portion of the limited access lines, the remainder of which shall remain and continue in full force and effect.

**IN WITNESS WHEREOF**, CFX has caused this instrument to be executed in the manner and form sufficient to bind it as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**“CFX”**

**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 \_  
\_\_\_\_\_, 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: \_\_\_\_\_



**EXHIBIT "I"**  
**DETAILED MAINTENANCE FUNCTIONS**

1. Local Road Bridge Over CFX Expressway System

- a) CFX Responsibility
  - i) Bridge structure per se, including bridge deck and approach slabs
  - ii) Ramp pavement to intersection with Local Road edge of pavement
  - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
  - iv) Bridge underdeck and ramp lighting
  - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
  - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
  - i. Local roadway up to bridge approach slabs
  - ii. Embankments/Sideslopes to CFX limited-access right-of-way fence
  - iii. Signalization, guard rails, jurisdictional signage and bridge lighting above deck, if applicable
  - iv. **Non- CFX** Utilities facilities within CFX right-of-way
  - v. Local Road drainage structures and systems to CFX or Local Road ponds
  - vi. Cleaning/sweeping, pavement and marking for Local Roads and sidewalks, if applicable.

2. CFX Expressway Bridge over Local Road

- a) CFX Responsibility
  - i) Bridge structure per se, including bridge deck and approach slabs
  - ii) Ramp pavement to intersection with Local Road edge of pavement
  - iii) Reinforced Earth/Retaining Walls and associated embankment within CFX right-of-way
  - iv) Bridge underdeck and ramp lighting
  - v) Drainage structures and pipe from CFX right-of-way to either CFX or Local Road ponds
  - vi) Ramp maintenance to Local Road edge of pavement
- b) Local Agency Responsibility
  - i) Local Road Maintenance
  - ii) Local Road within Local right-of-way, including pavement, pavement markings, sidewalks, lighting, and other improvements on or under the Local Road up to CFX's L/A right-of-way line or retaining wall or fence
  - iii) Embankment/sideslopes to CFX L/A right-of-way fence
  - iv) Signalization, guard rails, jurisdictional signage and Local Road lighting
  - v) **Non- CFX** Utilities facilities within CFX right-of-way
  - vi) Local road drainage structures and systems to CFX or Local Road retention area

- vii) Cleaning/sweeping, pavement marking for Local Roads and sidewalks, if applicable
3. Canals/Waterways originating or extending beyond CFX Right-of-Way.
    - a) CFX Responsibility
      - i) Structural integrity of headwalls and structure within CFX right-of-way
      - ii) Bridge structure per se, including bridge deck and approach slabs
      - iii) Rip-rap
    - b) Local Agency Responsibility
      - i) Canal and banks beyond head walls within Local Agency right-of-way
      - ii) Open flow channel under CFX
  4. Canals/Waterways within CFX Right-of-Way
    - a) CFX Responsibility
      - i) Bridge structure per se, including bridge deck and approach slabs
      - ii) Waterway/channel within CFX right-of-way
      - iii) Rip-rap
    - b) Local Agency Responsibility: None
  5. Detention/Retention Ponds and Structures
    - a) CFX Responsibility
      - i) CFX assigned ponds and CFX drainage structures within L/A right-of-way handling CFX water
      - ii) Drainage structures and systems in CFX right-of-way conveying water across Expressway
    - b) Local Agency Responsibility
      - i) Local Agency assigned ponds and Local Agency drainage structures and systems handling Local Road water
      - ii) Drainage structures in Local Road right-Utilities feeding into CFX ponds/right-of-way
  6. Utilities
    - a) CFX Responsibility: None
    - b) Local Agency Responsibility: Water and wastewater mains in CFX L/A right-of-way
    - c) General: Non- CFX utilities in public or LIA right-of-way are the responsibility of the utility company
  7. Roadways
    - a) CFX Responsibility: All facilities within CFX's L/A right-of-way except as noted.
    - b) Local Agency Responsibility: All facilities within Local Road right-of-way, except as noted.

**EXHIBIT “J” MAINTENANCE RESPONSIBILITY**  
**See Exhibit “I” for the Detailed Maintenance Functions**

| <b>Project</b> | <b>Location</b>  | <b>Local Agency Responsibility</b> | <b>CFX Responsibility</b> |
|----------------|--|------------------------------------|---------------------------|
| 417-454        | All bridges for SR 417 Northbound ramp, East and West bound ramps eight (8) locations near southern end of project area accessing Boggy Creek Rd.  | <b>2b</b>                          | <b>2a</b>                 |
| 417-454        | Bridge over J Lawson Blvd.   | <b>2b</b>                          | <b>2a</b>                 |
| 417-454        | Traffic Signal SR 417 and Boggy Creek Road NB off ramp   | <b>2b iv</b>                       |                           |
| 417-454        | Traffic Signal SR 417 and Boggy Creek Road SB off ramp   | <b>2b iv</b>                       |                           |
| 417-454/301C   | <b>Pond #2</b> Joint Use<br>CFX Storm Water Management Pond receives runoff from SR 417 and Boggy Creek Road and is Joint Use. The capacity allocated to the County is set at the County’s current capacity as of the effective date of this Agreement. In the future, CFX may elect to improve this pond or relocate or reconfigure this drainage area. CFX reserves the right to reshape, reconstruct, renovate, improve or otherwise modify the drainage systems and structures so long as the stormwater capacity and discharge of both CFX and the County to or from the Pond are neither disrupted nor diminished. | <b>5b</b>                          | <b>5a</b>                 |
| 417-454/301C   | <b>Pond #3</b> Joint Use<br>CFX Storm Water Management Pond receives runoff from SR 417 and Boggy Creek Road and is Joint Use. The capacity allocated to the County is set at the County’s current capacity as of the effective date of this Agreement. In the future, CFX may elect to improve this pond or relocate or reconfigure this drainage area. CFX reserves the right to reshape, reconstruct, renovate, improve or otherwise modify the drainage systems and structures so long as the stormwater capacity and discharge of both CFX and the County to or from the Pond are neither disrupted nor diminished. | <b>5b</b>                          | <b>5a</b>                 |

|              |   |           |           |
|--------------|---|-----------|-----------|
| 417-454/301C | <p><b>Pond #4</b> Joint Use<br/> CFX Storm Water Management Pond receives runoff from SR 417 and Boggy Creek Road and is Joint Use. The capacity allocated to the County is set at the County’s current capacity as of the effective date of this Agreement. In the future, CFX may elect to improve this pond or relocate or reconfigure this drainage area. CFX reserves the right to reshape, reconstruct, renovate, improve or otherwise modify the drainage systems and structures so long as the stormwater capacity and discharge of both CFX and the County to or from the Pond are neither disrupted nor diminished.</p> | <b>5b</b> | <b>5a</b> |
| 417-454/301C | <p><b>Pond #5</b> Joint Use<br/> CFX Storm Water Management Pond receives runoff from SR 417 and Boggy Creek Road and is Joint Use. The capacity allocated to the County is set at the County’s current capacity as of the effective date of this Agreement. In the future, CFX may elect to improve this pond or relocate or reconfigure this drainage area. CFX reserves the right to reshape, reconstruct, renovate, improve or otherwise modify the drainage systems and structures so long as the stormwater capacity and discharge of both CFX and the County to or from the Pond are neither disrupted nor diminished.</p> | <b>5b</b> | <b>5a</b> |
| 417-454      | <b>Pond #6</b> (CFX drainage only)  |           | <b>5a</b> |
| 417-454      | <b>Drainage from Pond #6</b> (CFX Easement)   | <b>5b</b> |           |

ATTACHMENT "C"



Dewberry Engineers Inc. | 407.843.5120  
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax  
Orlando, FL 32803 | www.dewberry.com

July 9, 2020

Mr. Glenn Pressimone, P.E.  
Chief of Infrastructure  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

**DRAFT**

**RE: TRANSFER OF PROPERTY**

SR 417, Project 454  
CFX to Orange County - Parcels 45-402 (Partial Parts A & B), 45-501 (Partial Part A & Part B)  
Release and Reestablishment of Limited Access Lines on Parcels 45-400, 45-402, and 45-501

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 along local right-of-way for Boggy Creek Road shown in Exhibit A, attached. The SR 417 Project 454 interchange with Boggy Creek and J. Lawson Blvd are completed. It was anticipated the ownership and maintenance of the local roads, would be transferred to the local jurisdiction upon completion. In our opinion, based upon the foregoing, we certify that parcels 45-402 Partial Parts A & B along with Parcels 45-501 Partial Parts A & B are no longer essential the operation of the CFX system, subject to a drainage easement agreements along Boggy Creek Road, and would not impede or restrict the current or future construction, operation or maintenance of the CFX System.
2. The release of the Limited Access lines in parcels 45-400, 45-402, and 45-501 Part B are required. The release locations are shown on Exhibit A, attached. We have determined that the release of the Limited Access lines and the reestablishment of the Limited Access lines per the transfer documents will not materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the expressway system; impair traffic operations or public safety; or be prohibited by or conflict with any other laws, regulations, requirements, covenants or agreements binding upon CFX.
3. Furthermore, this certificate is being provided by the Consulting Engineer to CFX solely for the purposes of complying with Section 5.4 of CFX's Amended and Restated Master Bond Resolution and the requirements set forth in CFX's Manual and may not be relied on by any other person or party for any other purpose.

Sincerely,

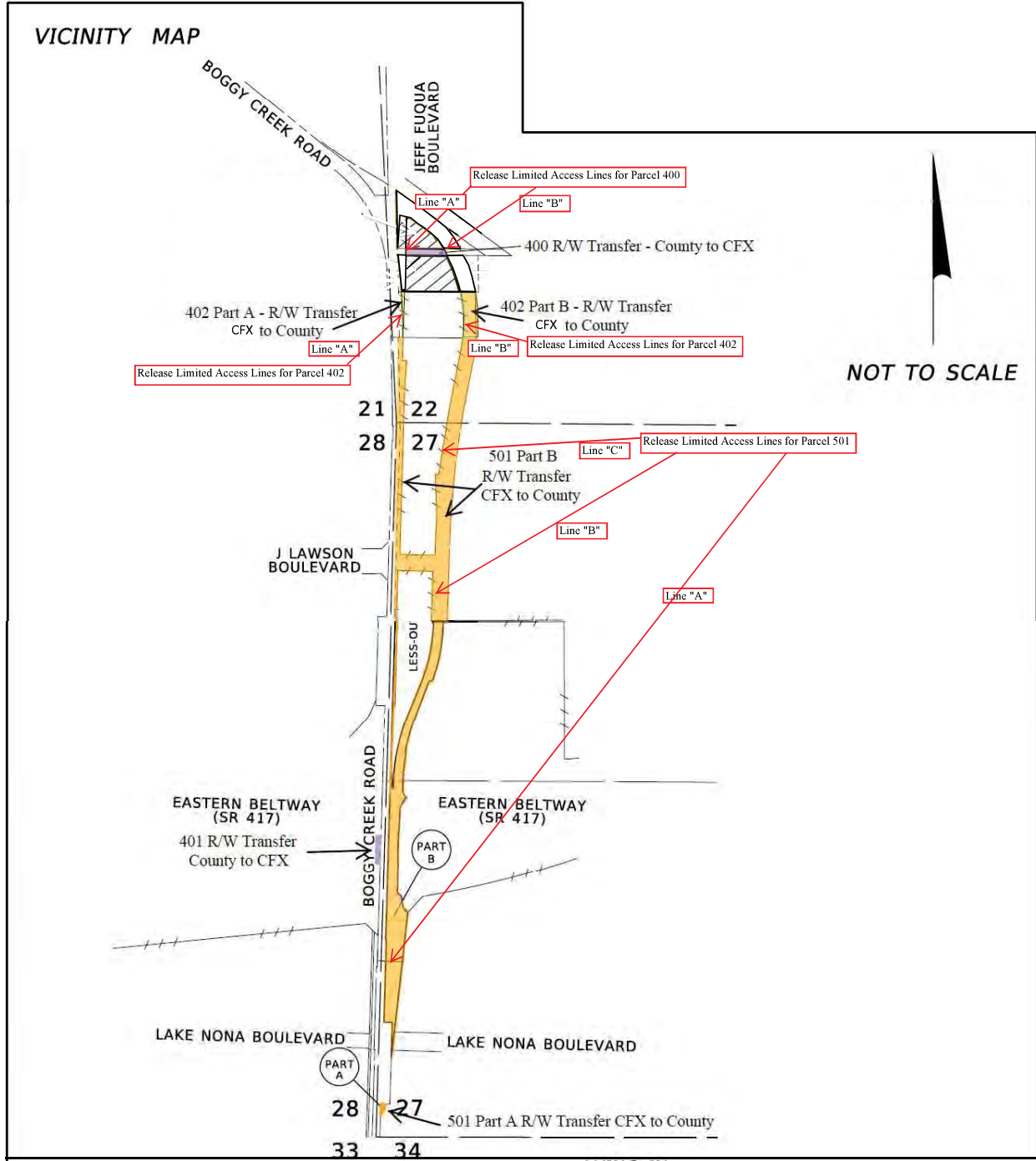
R. Keith Jackson, P.E.  
Program Manager

Attachments

cc: Laura N. Kelly, Esq. CFX (w/ enc.)

Exhibit A

BOGGY CREEK JURISDICTIONAL TRANSFERS EXHIBIT





**PUBLIC WORKS DEPARTMENT**

**JOSEPH C. KUNKEL, P. E., Director**

4200 South John Young Parkway ■ Orlando, Florida 32839

407-836-7970 ■ Fax 407-836-7716

e-mail: joseph.kunkel.@ocfl.net

**ATTACHMENT "D"**

July 14, 2020

Ms. Laura Kelley, Executive Director  
Central Florida Expressway Authority  
Administration and Operations Building  
4974 ORL Tower Road  
Orlando, FL 32807

**Subject: Boggy Creek Road (CFX Project No. 454) Parcel 45-501 - Portion**

Dear Ms. Kelley:

The Orange County Public Works Department (County) seeks a recommendation of approval from the Right of Way Committee (Committee) to the CFX Board for County to acquire certain lands owned by the Central Florida Expressway Authority (CFX) pursuant to that certain **RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT BETWEEN CENTRAL FLORIDA EXPRESSWAY AUTHORITY AND ORANGE COUNTY, FLORIDA** (Boggy Creek Road) [the "Agreement"] being considered by the Committee for recommendation to the CFX Board.

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**

CFX and County have each acquired certain real property for public benefit and constructed certain portions of State Road 417 and Boggy Creek Road; in connection with such completed projects, CFX and County are considering the Agreement, which provides that title to County's right-of-way and related facilities shall be vested in CFX, and that title to CFX right-of-way and related facilities will be vested in CFX.

July 14, 2020

**Subject: Boggy Creek Road (CFX Project No. 454) Parcel 45-501 - Portion**

Page 2

**VALUATION**

County requests that the property be conveyed by CFX to the County pursuant to the Agreement, for and in consideration of the mutual agreements therein and the benefits to the public users of both agencies' facilities.

**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 in the Agreement to County.

Sincerely,



Joseph C. Kunkel, P.E., Director  
Orange County Public Works Department

JCK/wjn

cc: Paul Sladek, Manager, Real Estate Management Division



**A RESOLUTION OF THE  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DECLARING PROPERTY AS SURPLUS PROPERTY  
AVAILABLE FOR SALE, AUTHORIZING THE  
TRANSFER OF SURPLUS PROPERTY WITH ORANGE  
COUNTY, AND RELEASE AND REESTABLISHMENT OF  
LIMITED ACCESS LINES**

**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 has adopted that certain Policy Regarding the Release of Limited Access Lines, Part 7 of the Policy, which provides for the release of limited access rights of CFX upon determination that the release would not result in the negative effects to CFX’s Expressway System; and

**WHEREAS**, CFX staff and its General Engineering Consultant has examined the Expressway Facilities for State Road (“S.R.”) 417 adjacent to Boggy Creek Trail and determined that the real property referred to as portions of Parcels 45-402A, 45-402B, 45-501A, and 45-501B,

Portions of Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B

as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“CFX Parcels”) is not needed to support existing Expressway Facilities; and

**WHEREAS**, CFX's General Engineering Consultant has certified that the CFX Parcels are not essential for present or future construction, operation or maintenance of the Expressway Facilities or for CFX purposes and that the disposition of the CFX Parcels 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 CFX Parcels as Excess Property; and

**WHEREAS**, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that the CFX Parcels be designated as Excess Property and that the CFX Board adopt a resolution declaring the CFX Parcels 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 request a donation of the CFX Parcels from CFX to the County for public right-of-way purposes; and

**WHEREAS**, the County is the fee simple owners of certain real property referred to as Parcels 45-400 and 45-401, as more particularly described in **Exhibit “B”** attached hereto and incorporated herein by reference (“County Parcels”); and

**WHEREAS**, the General Engineering Consultant has determined the County Parcels, along with a drainage easement over the CFX Parcels and other portions of real property owned by the County, are needed to support the existing Expressway Facilities; and

**WHEREAS**, CFX’s Right of Way Committee has determined that the transfer of the CFX Parcels to the County for public right-of-way, in exchange for the transfer of the County Parcels to CFX for public right-of-way and reservation of a drainage easement over portions of the CFX Parcels and other real property owned by the County, in accordance with the terms of the Right-of-way Transfer and Continuing Maintenance Agreement (“Agreement”) would be in the best interest of CFX and the public; and

**WHEREAS**, portions of the CFX Parcels and County Parcels are encumbered with limited access lines held by CFX running along the western and eastern boundaries of Boggy Creek Road north and south, respectively as more particularly identified in **Exhibit “C”** attached hereto and incorporated herein by reference (“Existing L/A Lines”); and

**WHEREAS**, since Boggy Creek Road is a local roadway, it is in the best interest of CFX to relocate and reestablish the location of the Existing L/A Lines in accordance with the terms of the Agreement; and

**WHEREAS**, CFX's General Engineering Consultant has certified that the release of the Existing L/A Lines will not (1) materially affect or interfere with the present or future construction, use, operation, repair or maintenance of the Expressway Facilities; (2) otherwise impair traffic operations or maintenance of any portion of the Expressway Facilities; or (3) otherwise be prohibited or in conflict with any laws, regulations, requirements, covenants, or agreements binding upon CFX, provided that the limited access lines are re-established in the deeds to and from the County prior to the release of the Existing L/A Lines; and

**WHEREAS**, after reviewing the County's application, CFX's Right of Way Committee has recommended that the CFX Parcels 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 CFX Parcels and Existing L/A Lines are located is not required; (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 CFX Parcels for public right-of-way, and (3) that the Existing L/A Lines will be released and re-established as set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:**

1. CFX hereby declares that the real property 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 Parcel as Surplus Property, subject to reservation of a drainage easement as set forth in the Agreement, and CFX hereby declares the CFX Parcels as Surplus Property available for sale.

3. CFX hereby finds that it is in the interest of both CFX and the public to transfer the CFX Parcels to the County for public right-of-way in exchange for the conveyance of the County Parcels to CFX and reservation of the drainage easement, in accordance with the terms of the Agreement.

4. Accordingly, CFX hereby declares that the CFX Parcels may be transferred 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 CFX Parcels are located is not required; (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 Parcel for public right-of-way; and (3) a drainage easement shall be reserved over portions of the CFX Parcels and other real property owned by the County in accordance with the terms of the Agreement.

5. CFX hereby declares that after the limited access lines are re-established in the deeds to and from the County, the release of the Existing L/A Lines identified in **Exhibit "C"** will not materially affect or interfere with the present or future construction, use, operation, repair or

Portions of Parcels 45-400, 45-401, 45-402A, 45-402B, 45-501A and 45-501B

maintenance of the Expressway Facilities, (ii) otherwise impair traffic operations or maintenance of any portion of the Expressway Facilities; or (iii) otherwise be prohibited or in conflict with any laws, regulations, requirements, covenants, or agreements binding upon CFX.

6. CFX declares it is in the public interest to re-establish the locations of the limited access lines as set forth in the Agreement and then release the Existing L/A Lines, subject to compliance with the requirements of the Policy.

7. Accordingly, CFX hereby declares that the Existing L/A Lines may be released in accordance with the Policy, subject to the following conditions or modifications: (1) separate notice to the local government in which the Existing L/A Lines is located is not required; and (2) the Existing L/A Lines will not be released until the limited access lines are re-established in CFX's favor upon the recording of the deeds to and from the County in accordance with the terms of the Agreement.

8. 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 for the  
exclusive use and reliance of CFX.

\_\_\_\_\_  
Diego "Woody" Rodriguez  
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-402 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART A

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 54.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°03'56" WEST, A DISTANCE OF 356.11 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 5737.58 FEET, A CHORD BEARING OF SOUTH 00°21'30" EAST, A CHORD DISTANCE OF 356.35 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 03°55'03" EAST, RUN SOUTHERLY 356.41 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°33'33"; THENCE NORTH 89°32'19" WEST, A DISTANCE OF 25.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,508 SQUARE FEET, MORE OR LESS.

PART B

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 546.51 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.42 FEET, A CHORD BEARING OF NORTH 03°07'21" WEST AND A CHORD DISTANCE OF 356.69 FEET; THENCE FROM A TANGENT BEARING OF NORTH 05°52'57" EAST, RUN NORTHERLY 358.16 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°00'36"; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 114.29 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP; THENCE THE FOLLOWING TWO COURSES ALONG SAID RIGHT OF WAY LINE; RUN SOUTH 01°03'56" EAST, A DISTANCE OF 10.63 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1249.42 FEET, A CHORD BEARING OF SOUTH 02°33'05" EAST AND A CHORD DISTANCE OF 345.84 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 10°30'24" EAST, RUN SOUTHERLY 346.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°54'38"; THENCE DEPARTING SAID RIGHT OF WAY, RUN NORTH 89°32'19" WEST, A DISTANCE OF 110.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.904 ACRES, MORE OR LESS.

PARTS A AND B CONTAINING IN THE AGGREGATE 1.099 ACRES, MORE OR LESS

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

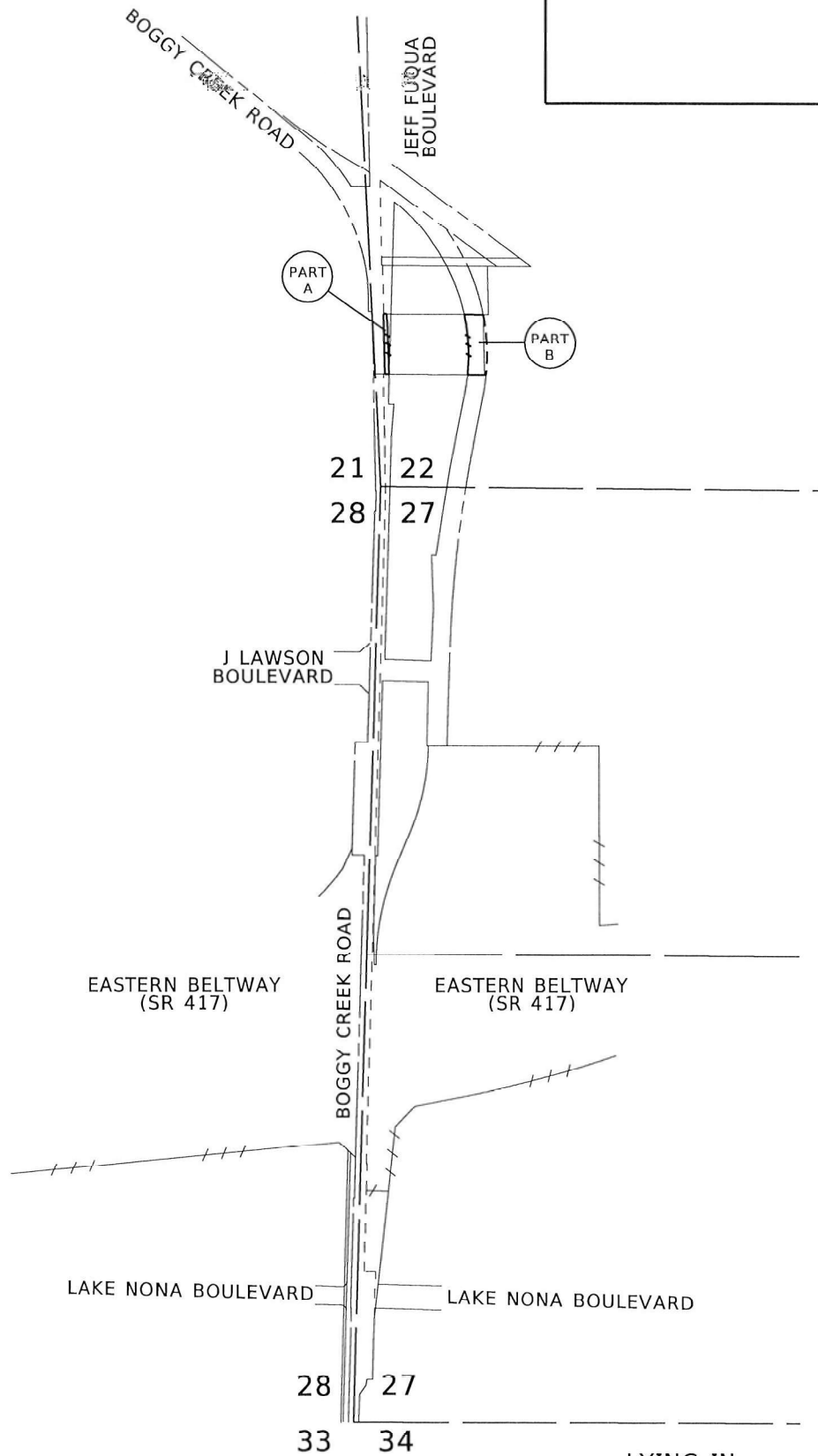
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET 2 OF 4

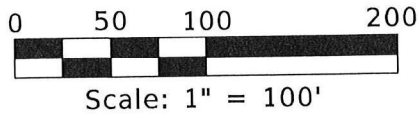
FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
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 1349 S INTERNATIONAL PKWY  
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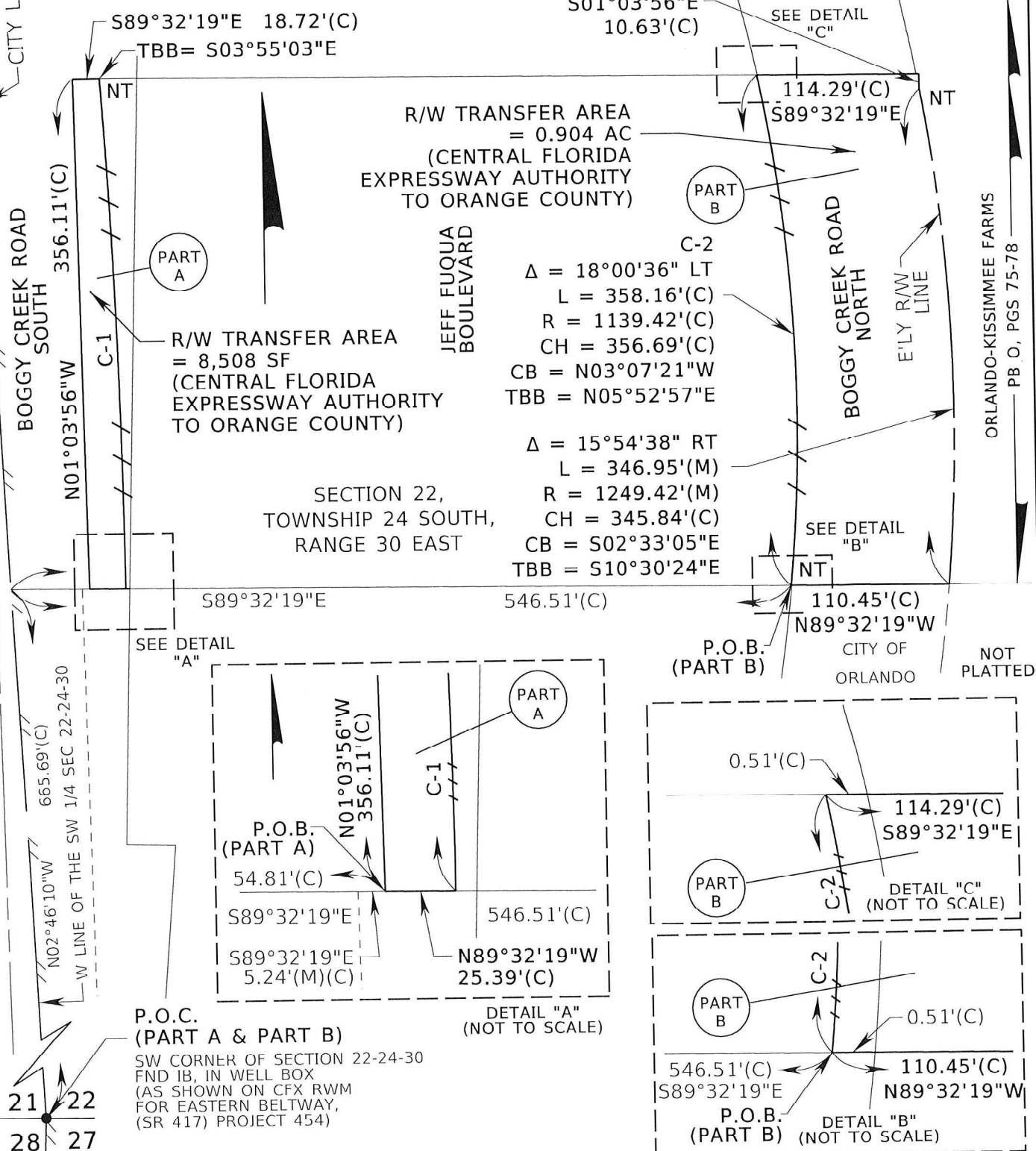
# SKETCH OF DESCRIPTION



GINN - AIRPORT  
PB 55, PGS 44-49

CITY LIMITS

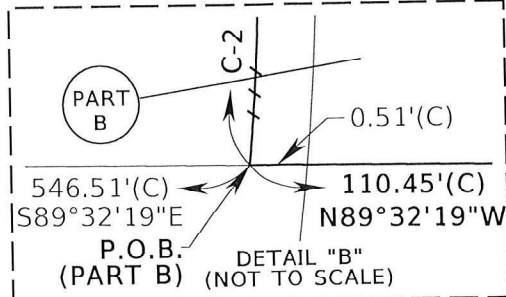
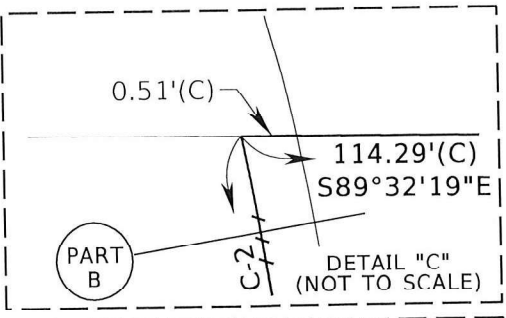
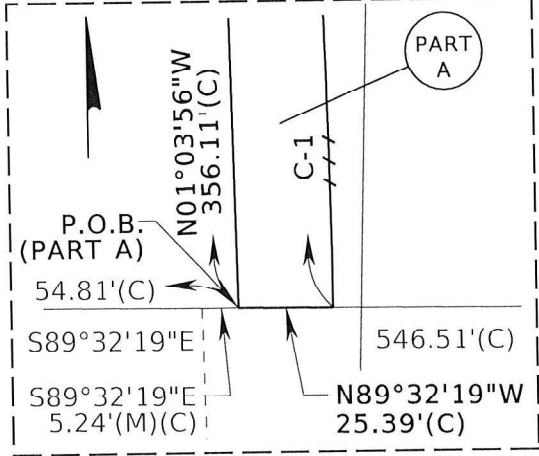
| CURVE | DELTA        | LENGTH     | RADIUS      | CHORD      | CHORD BEARING |
|-------|--------------|------------|-------------|------------|---------------|
| C-1   | 03°33'33" RT | 356.41'(C) | 5737.58'(C) | 356.35'(C) | S00°21'30"E   |



SEE DETAIL "A"

SEE DETAIL "B"

SEE DETAIL "C"



P.O.C. (PART A & PART B)  
SW CORNER OF SECTION 22-24-30  
FND IB, IN WELL BOX  
(AS SHOWN ON CFX RWM  
FOR EASTERN BELTWAY,  
(SR 417) PROJECT 454)

DETAIL "A"  
(NOT TO SCALE)

DETAIL "C"  
(NOT TO SCALE)

DETAIL "B"  
(NOT TO SCALE)

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

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**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| E'LY  | = EASTERLY                             | P.O.B.       | = POINT OF BEGINNING    |
| EXIST | = EXISTING                             | P.O.C.       | = POINT OF COMMENCEMENT |
| FND   | = FOUND                                | PT           | = POINT OF TANGENCY     |
| ID    | = IDENTIFICATION                       | R            | = RADIUS                |
| IB    | = IRON BAR                             | RT           | = RIGHT                 |
| L     | = LENGTH                               | R/W          | = RIGHT OF WAY          |
| LA    | = LIMITED ACCESS                       | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| LT    | = LEFT                                 | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 02°46'10" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.




H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020

DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

|          |    |      |  |  |  |
|----------|----|------|--|--|--|
| REVISION | BY | DATE | <p><b>FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY</b></p> <p>DATE: <u>DECEMBER 11, 2019</u></p> <p>PROJECT NO.: <u>D08-01</u></p> <p>DRAWN: <u>RTS</u> CHECKED: <u>RJH</u></p> | <p><b>BOGGY CREEK ROAD</b></p> <p><b>CFX PROJECT NO. 454</b></p> |  <p><b>GEODATA CONSULTANTS, INC.</b></p> <p>SURVEYING &amp; MAPPING</p> <p>1349 S INTERNATIONAL PKWY SUITE 2401</p> <p>LAKE MARY, FLORIDA 32746</p> <p>VOICE: (407) 732-6965 FAX: 878-0841</p> <p>LAND SURVEYOR BUSINESS LICENSE NO. 6556</p> |
|          |    |      |  |  |  |
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-501 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

#### PART A (RIGHT OF WAY)

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE SOUTH 89°55'46" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 30.01 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 01° 41'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 168.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY LINE, CONTINUE NORTH 01° 41'36" EAST ALONG A LINE 30.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 83.83 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 38.17 FEET TO THE INTERSECTION WITH AFORESAID RIGHT OF WAY LINE; THENCE THE FOLLOWING TWO COURSES ALONG SAID RIGHT OF WAY LINE; RUN SOUTH 06°38'10" WEST, A DISTANCE OF 32.29 FEET; THENCE SOUTH 35°40'52" WEST, A DISTANCE OF 63.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,096 SQUARE FEET, MORE OR LESS.

#### PART B (LIMITED ACCESS RIGHT OF WAY)

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE WEST 1/4 OF SECTION 27 AND THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01° 41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 1370.04 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH LIMITED ACCESS RIGHT OF WAY LINE OF EASTERN BELTWAY (SR 417) AS SHOWN ON SAID MAP; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 87°18'24" EAST ALONG SAID PROLONGATION, A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PROLONGATION, RUN NORTH 01°41'36" EAST ALONG A LINE 35.00 EAST OF AND PARALLEL TO AFORESAID WEST LINE, A DISTANCE OF 157.86 FEET; THENCE NORTH 89°32'19" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 01°41'36" EAST ALONG A LINE 30.00 EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 3856.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 5801.86 FEET, A CHORD BEARING OF NORTH 00°18'13" EAST AND A CHORD DISTANCE OF 281.41 FEET; THENCE RUN NORTHERLY 281.44 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°46'46" TO A POINT OF TANGENCY; THENCE NORTH 01°05'10" WEST, A DISTANCE OF 524.03 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 30.63 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 5737.58 FEET, A CHORD BEARING OF SOUTH 00°40'03" WEST AND A CHORD DISTANCE OF 205.44 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 00° 21' 30" EAST, RUN SOUTHERLY 205.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03' 06" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 5.26 FEET;

SEE SHEET 4 FOR VICINITY MAP  
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-501 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

THENCE SOUTH 85°18'26" EAST, A DISTANCE OF 32.13 FEET; THENCE SOUTH 04°41'34" WEST, A DISTANCE OF 274.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 3500.00 FEET, A CHORD BEARING OF SOUTH 03°11'35" WEST AND A CHORD DISTANCE OF 183.21 FEET; THENCE RUN SOUTHERLY 183.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59'58" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 463.63 FEET; THENCE SOUTH 02°05'46" EAST, A DISTANCE OF 196.69 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 286.58 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 58.31 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 24.83 FEET; THENCE SOUTH 73°18'26" EAST, A DISTANCE OF 16.56 FEET; THENCE SOUTH 88°18'26" EAST, A DISTANCE OF 129.00 FEET; THENCE NORTH 77°11'19" EAST, A DISTANCE OF 82.69 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 18.11 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 7681.94 FEET, A CHORD BEARING OF NORTH 01°47'10" EAST AND A CHORD DISTANCE OF 24.84 FEET; THENCE FROM A TANGENT BEARING OF NORTH 01°52'43" EAST, RUN NORTHERLY 24.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 11'07"; THENCE SOUTH 88°07'17" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.94 FEET, A CHORD BEARING OF NORTH 02°48'50" EAST AND A CHORD DISTANCE OF 250.43 FEET; THENCE FROM A TANGENT BEARING OF NORTH 01°52'43" EAST, RUN NORTHERLY 250.44 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'13"; THENCE NORTH 02°26'50" WEST, A DISTANCE OF 351.33 FEET; THENCE NORTH 87°33'10" EAST, A DISTANCE OF 38.17 FEET; THENCE NORTH 09°01'09" EAST, A DISTANCE OF 352.80 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.94 FEET, A CHORD BEARING OF NORTH 10°08'03" EAST AND A CHORD DISTANCE OF 298.53 FEET; THENCE RUN NORTHERLY 298.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°13'47" TO A POINT OF TANGENCY; THENCE NORTH 11°14'56" EAST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.42 FEET, A CHORD BEARING OF NORTH 08°33'57" EAST AND A CHORD DISTANCE OF 106.68 FEET; THENCE RUN NORTHERLY 106.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°21'59"; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 110.45 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1249.42 FEET, A CHORD BEARING OF SOUTH 08°19'35" WEST AND A CHORD DISTANCE OF 127.40 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 05°24'14" WEST, RUN SOUTHERLY 127.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 50'42" TO A POINT OF TANGENCY; THENCE SOUTH 11°14'56" WEST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7561.94 FEET, A CHORD BEARING OF SOUTH 06°28'16" WEST AND A CHORD DISTANCE OF 1259.69 FEET; THENCE RUN SOUTHERLY 1261.15 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°33'20" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 546.43 FEET TO THE INTERSECTION WITH THE NORTH LIMITED ACCESS RIGHT OF WAY LINE OF SAID EASTERN BELTWAY (SR 417); THENCE SOUTH 89°50'55" WEST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 36.84 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1500.39 FEET, A CHORD BEARING OF SOUTH 09°51'45" WEST AND A CHORD DISTANCE OF 421.85 FEET; THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, FROM A TANGENT BEARING OF SOUTH 01°46'52" WEST, RUN SOUTHERLY 423.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°09' 46"; THENCE SOUTH 14°08'10" WEST, A DISTANCE OF 32.87 FEET; THENCE SOUTH 67°20'22" WEST, A DISTANCE OF 34.85 FEET; THENCE SOUTH 20°59'58" WEST, A DISTANCE OF 190.71 FEET; THENCE SOUTH 21°11'57" WEST, A DISTANCE OF 185.42 FEET; THENCE SOUTH 15°17'19" WEST, A DISTANCE OF 163.36 FEET; THENCE SOUTH 01°56'47" WEST, A DISTANCE OF 73.72 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1366.39 FEET, A CHORD BEARING OF SOUTH 05°43'41" WEST AND A CHORD DISTANCE OF 192.28 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 09°45'46" WEST,

SEE SHEET 4 FOR VICINITY MAP  
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING  
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-501 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
ORANGE COUNTY  
ESTATE: FEE SIMPLE

**LEGAL DESCRIPTION**

RUN SOUTHERLY 192.44 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°04'10" TO A POINT OF TANGENCY; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 57.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 90.00 FEET, A CHORD BEARING OF SOUTH 21°43'31" EAST AND A CHORD DISTANCE OF 71.54 FEET; THENCE RUN SOUTHERLY 73.57 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°50' 14"; THENCE SOUTH 32°58'22" WEST, A DISTANCE OF 85.96 FEET; THENCE SOUTH 02°44'39" WEST, A DISTANCE OF 189.80 FEET; THENCE SOUTH 18°57'36" WEST, A DISTANCE OF 8.92 FEET; THENCE SOUTH 01°49'32" WEST, A DISTANCE OF 166.08 FEET; THENCE SOUTH 01°03'48" EAST, A DISTANCE OF 97.94 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 197.84 FEET; THENCE SOUTH 46°11'25" EAST, A DISTANCE OF 43.05 FEET; THENCE SOUTH 08°55'13" EAST, A DISTANCE OF 87.17 FEET; THENCE SOUTH 43°29'30" EAST A DISTANCE OF 52.58 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF AFORESAID EASTERN BELTWAY (SR 417); THENCE SOUTH 06°16'02" WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE AND EXISTING EAST RIGHT OF WAY LINE, A DISTANCE OF 488.72 FEET; THENCE SOUTH 06°38'10" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 642.78 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 01°41'36" EAST, ALONG A LINE 100.00 FEET EAST OF AND PARALLEL TO THE AFORESAID WEST LINE OF SECTION 27, A DISTANCE OF 269.53 FEET; THENCE NORTH 89°32'37" WEST, A DISTANCE OF 65.02 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 479.10 FEET TO THE POINT OF BEGINNING.

LESS

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01°41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 2702.17 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°18'24" EAST, A DISTANCE OF 43.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°41'36" EAST ALONG A LINE 43.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 33.70 FEET; THENCE NORTH 02°04'10" WEST, A DISTANCE OF 137.14 FEET; THENCE NORTH 01°41'36" EAST ALONG A LINE 34.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 472.13 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 11.00 FEET; THENCE NORTH 01°41'36" EAST ALONG A LINE 45.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE , A DISTANCE OF 1036.13 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 272.89 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 381.94 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 10.17 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1425.39 FEET, A CHORD BEARING OF SOUTH 12°15'33" WEST AND A CHORD DISTANCE OF 513.46 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 01°52'58" WEST, RUN SOUTHERLY 516.28 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°45'10" TO A POINT OF TANGENCY; THENCE SOUTH 22°38'08" WEST, A DISTANCE OF 237.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1439.39 FEET, A CHORD BEARING OF SOUTH 12°09'52" WEST AND A CHORD DISTANCE OF 523.19 FEET; THENCE RUN SOUTHWESTERLY 526.11 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°56'32"; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 56.17 FEET; THENCE NORTH 88°18'24" WEST, A DISTANCE OF 11.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.777 ACRES, MORE OR LESS.

PART B - TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

SEE SHEET 4 FOR VICINITY MAP  
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION

SEE SHEET 13 FOR GENERAL NOTES  
AND LEGEND

SHEET 3 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: DECEMBER 11, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

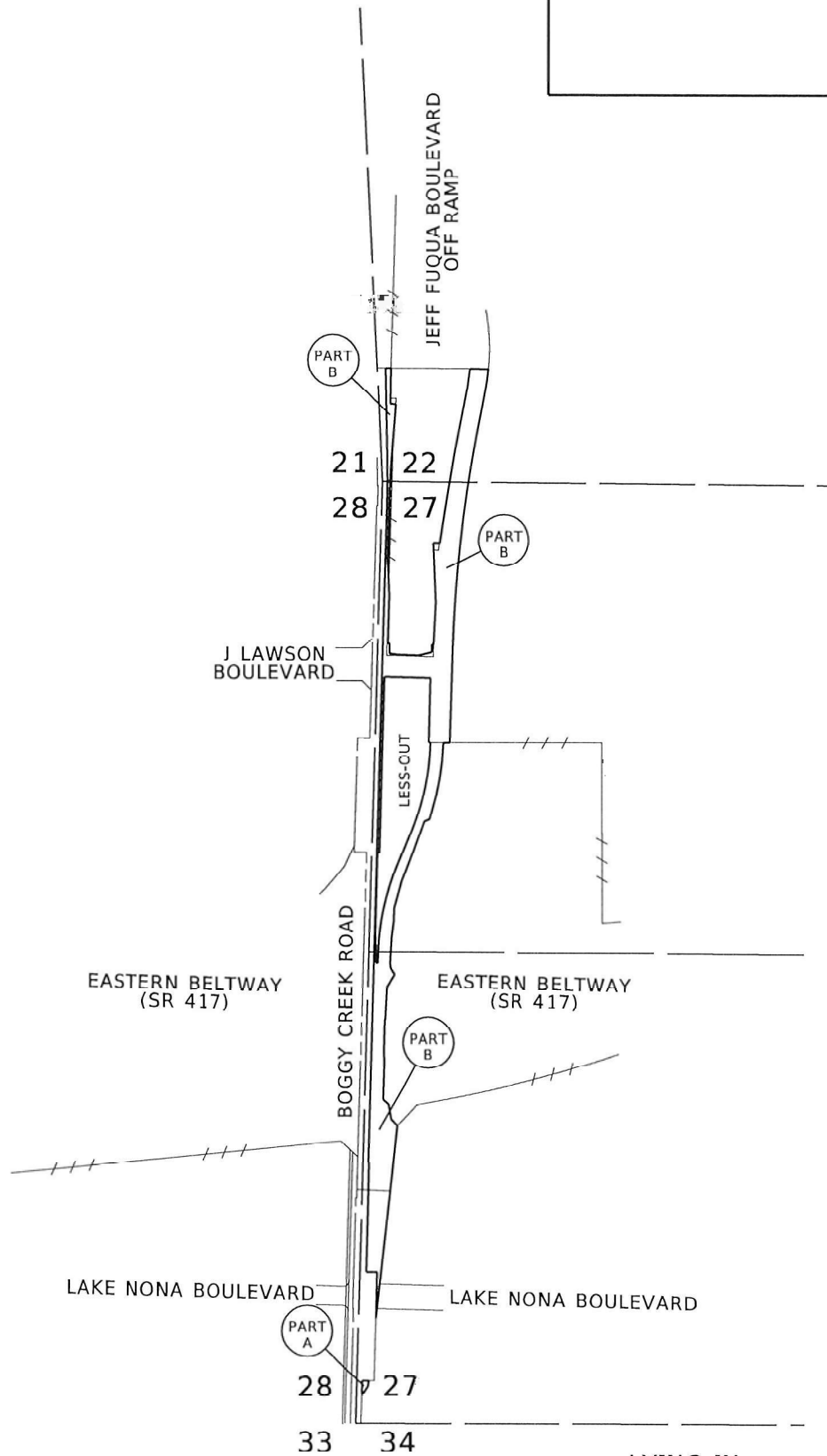
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET 4 OF 13

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

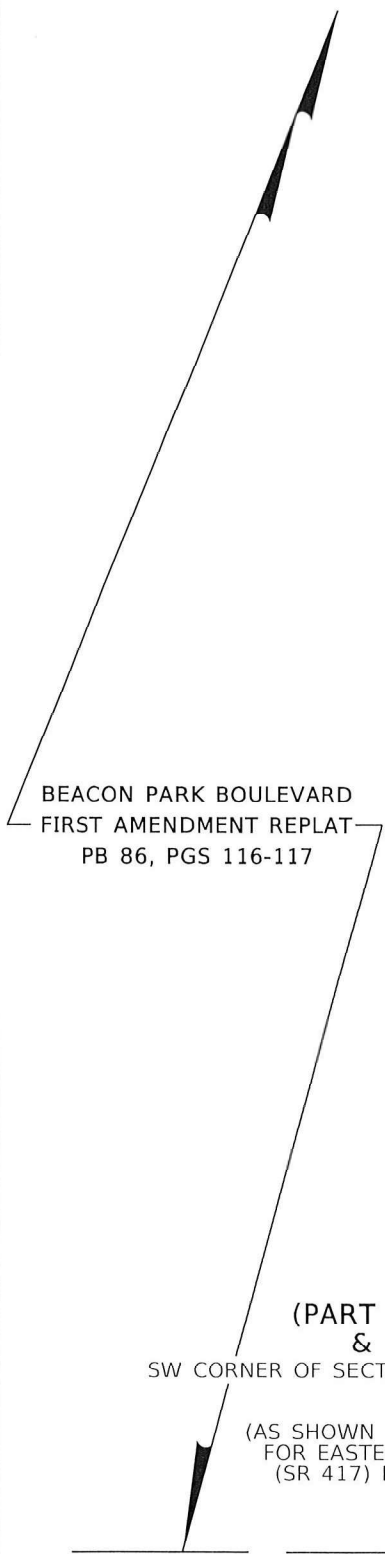
**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

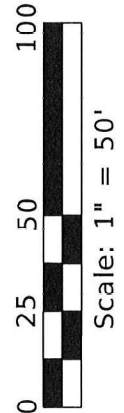
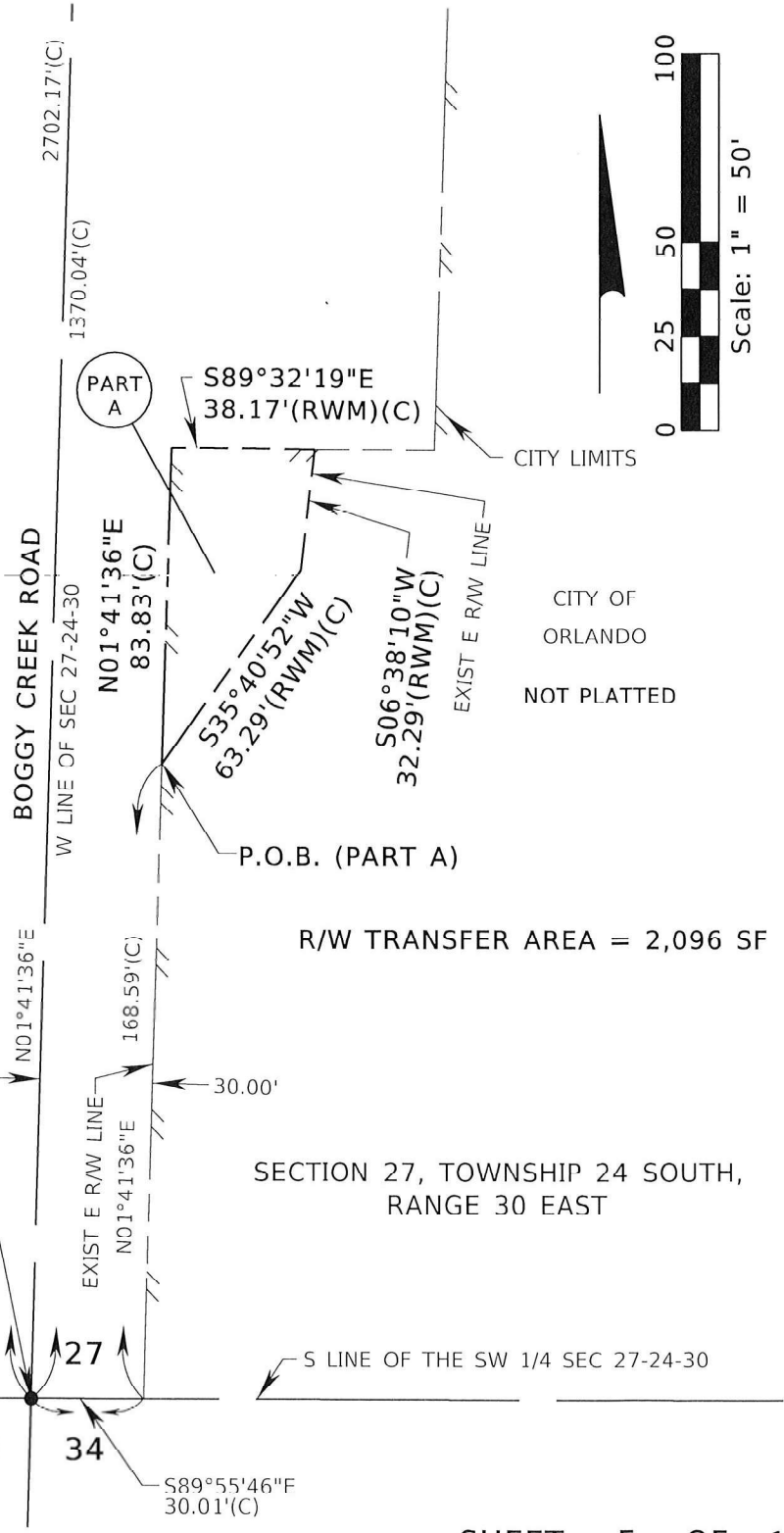
SKETCH OF DESCRIPTION

SEE SHEET 6  
FOR CONTINUATION



BEACON PARK BOULEVARD  
FIRST AMENDMENT REPLAT  
PB 86, PGS 116-117

P.O.C.  
(PART A, PART B  
& LESS-OUT)  
SW CORNER OF SECTION 27-24-30  
FND 1/2" IB,  
IN WELL BOX  
(AS SHOWN ON CFX RWM  
FOR EASTERN BELTWAY,  
(SR 417) PROJECT 454)



CITY LIMITS  
CITY OF  
ORLANDO  
NOT PLATTED

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SHEET 5 OF 13

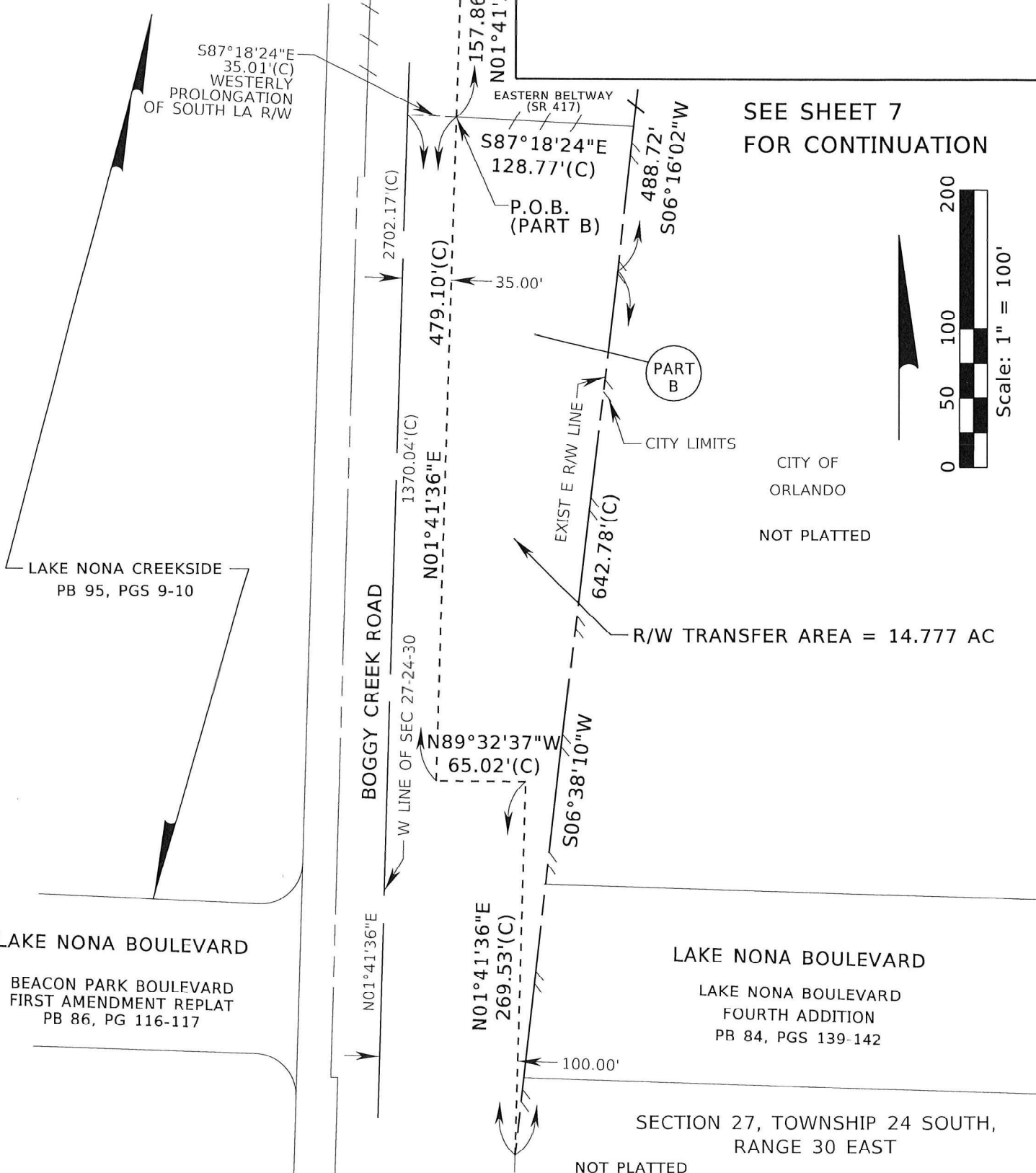
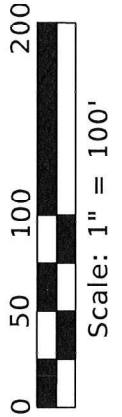
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

 **GEODATA CONSULTANTS, INC.**  
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SUITE 2401  
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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

SEE SHEET 7  
FOR CONTINUATION



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SEE SHEET 5  
FOR CONTINUATION

SHEET 6 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

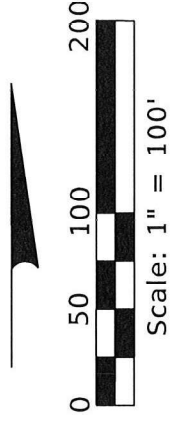
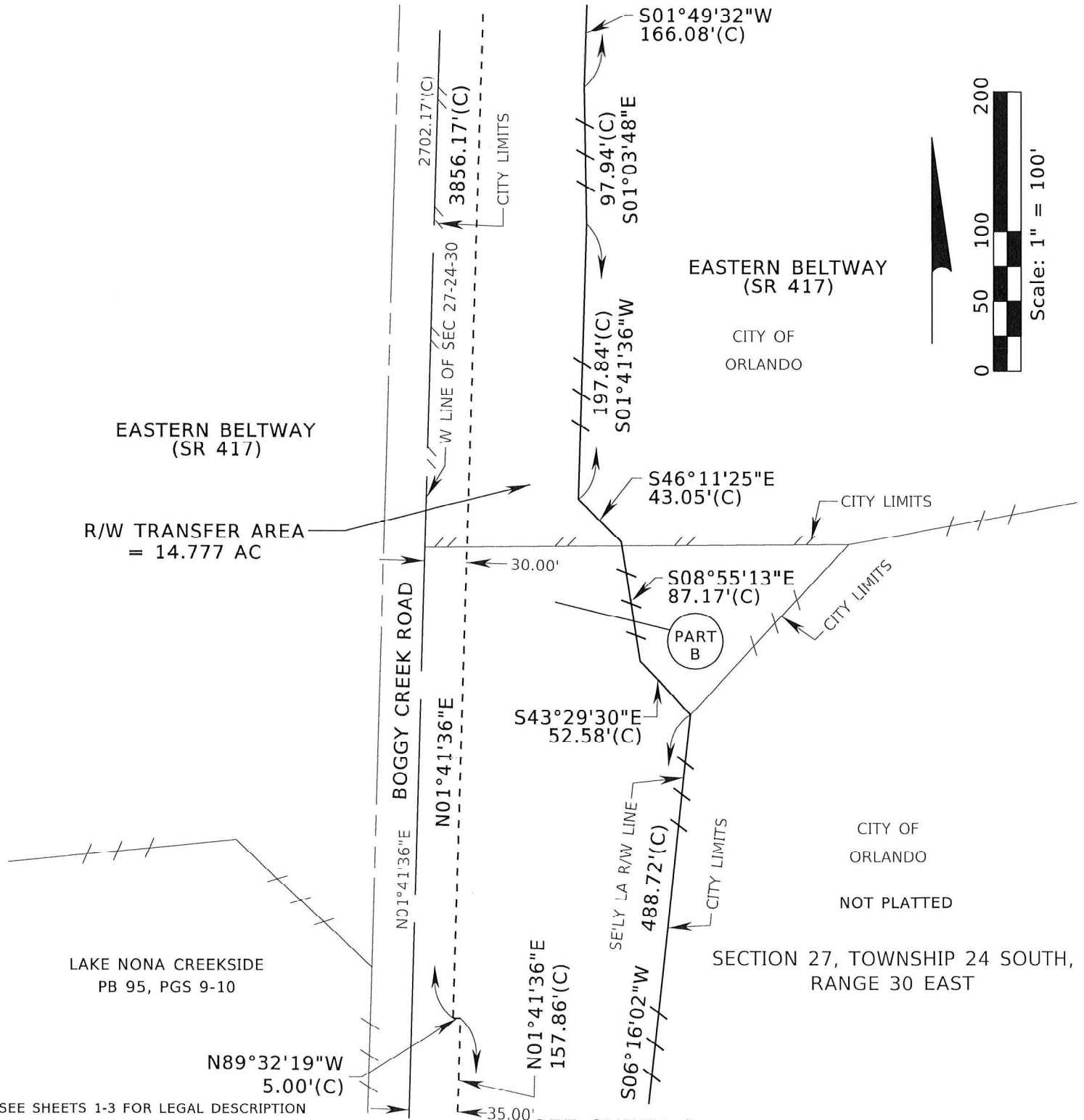
**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

 **GEODATA CONSULTANTS, INC.**  
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LAND SURVEYOR BUSINESS LICENSE NO. 6556



SKETCH OF DESCRIPTION

SEE SHEET 8  
FOR CONTINUATION




SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SEE SHEET 6  
FOR CONTINUATION SHEET 7 OF 13

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

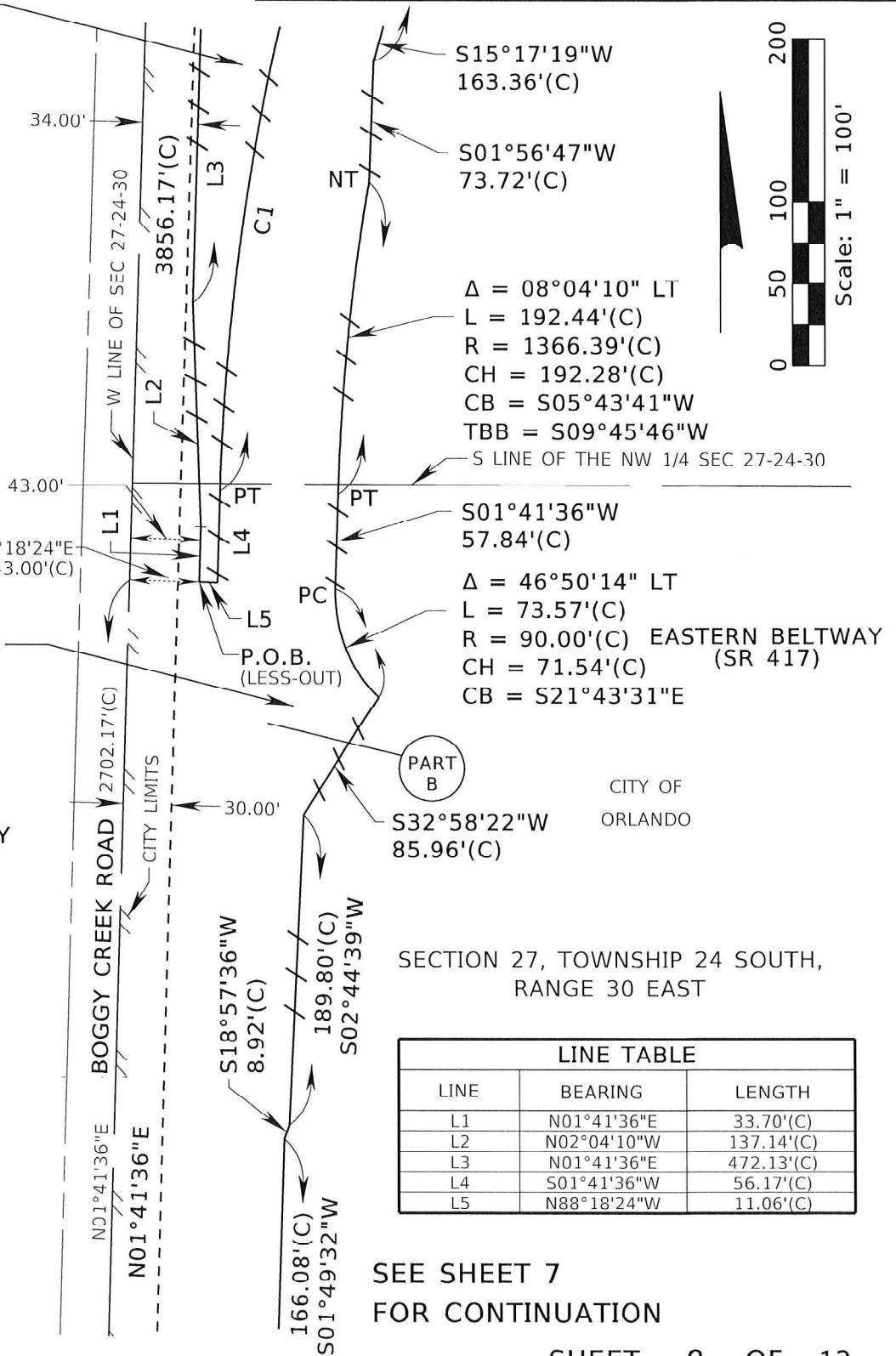
SEE SHEET 9  
FOR CONTINUATION

LESS-OUT AREA  
= 6.685 AC  
(NOT INCLUDED)

| CURVE TABLE |              |            |               |
|-------------|--------------|------------|---------------|
| CURVE       | DELTA        | LENGTH     | RADIUS        |
| C1          | 20°56'32" LT | 526.11'(C) | 1439.39'(C)   |
|             |              | CHORD      | CHORD BEARING |
|             |              | 523.19'(C) | S12°09'52"W   |

R/W TRANSFER AREA  
= 14.777 AC

EASTERN BELTWAY  
(SR 417)



| LINE TABLE |             |            |
|------------|-------------|------------|
| LINE       | BEARING     | LENGTH     |
| L1         | N01°41'36"E | 33.70'(C)  |
| L2         | N02°04'10"W | 137.14'(C) |
| L3         | N01°41'36"E | 472.13'(C) |
| L4         | S01°41'36"W | 56.17'(C)  |
| L5         | N88°18'24"W | 11.06'(C)  |

SEE SHEET 7  
FOR CONTINUATION

SHEET 8 OF 13

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
SEE SHEET 4 FOR VICINITY MAP  
SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: DECEMBER 11, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

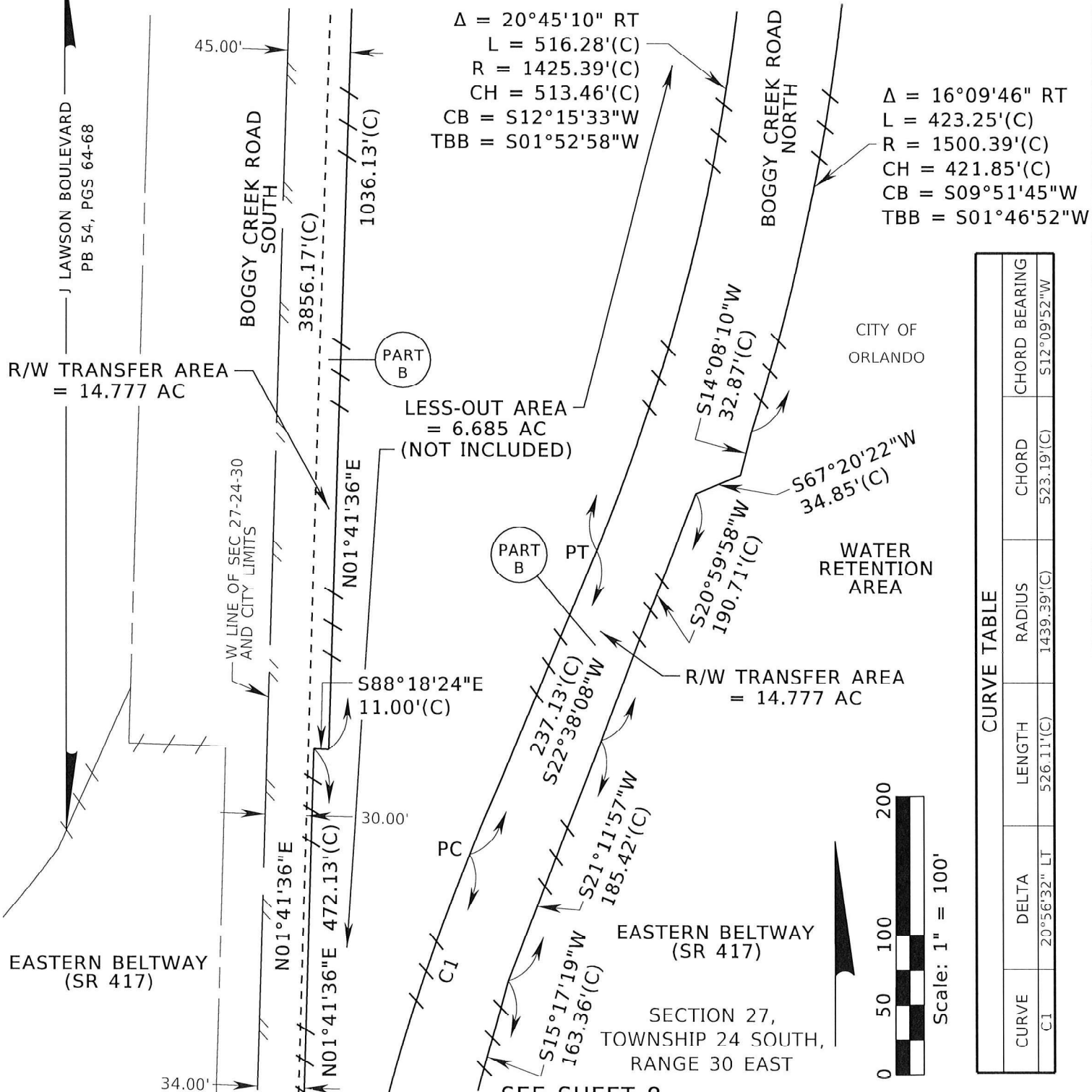
**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

**GEODATA CONSULTANTS, INC.**  
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LAND SURVEYOR BUSINESS LICENSE NO. 6556



SKETCH OF DESCRIPTION

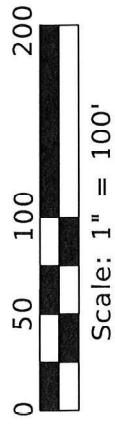
SEE SHEET 10  
FOR CONTINUATION



$\Delta = 20^{\circ}45'10''$  RT  
 $L = 516.28'(C)$   
 $R = 1425.39'(C)$   
 $CH = 513.46'(C)$   
 $CB = S12^{\circ}15'33''W$   
 $TBB = S01^{\circ}52'58''W$

$\Delta = 16^{\circ}09'46''$  RT  
 $L = 423.25'(C)$   
 $R = 1500.39'(C)$   
 $CH = 421.85'(C)$   
 $CB = S09^{\circ}51'45''W$   
 $TBB = S01^{\circ}46'52''W$

| CURVE TABLE |                     |              |               |              |                       |
|-------------|---------------------|--------------|---------------|--------------|-----------------------|
| CURVE       | DELTA               | LENGTH       | RADIUS        | CHORD        | CHORD BEARING         |
| C1          | $20^{\circ}56'32''$ | $526.11'(C)$ | $1439.39'(C)$ | $523.19'(C)$ | $S12^{\circ}09'52''W$ |




SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

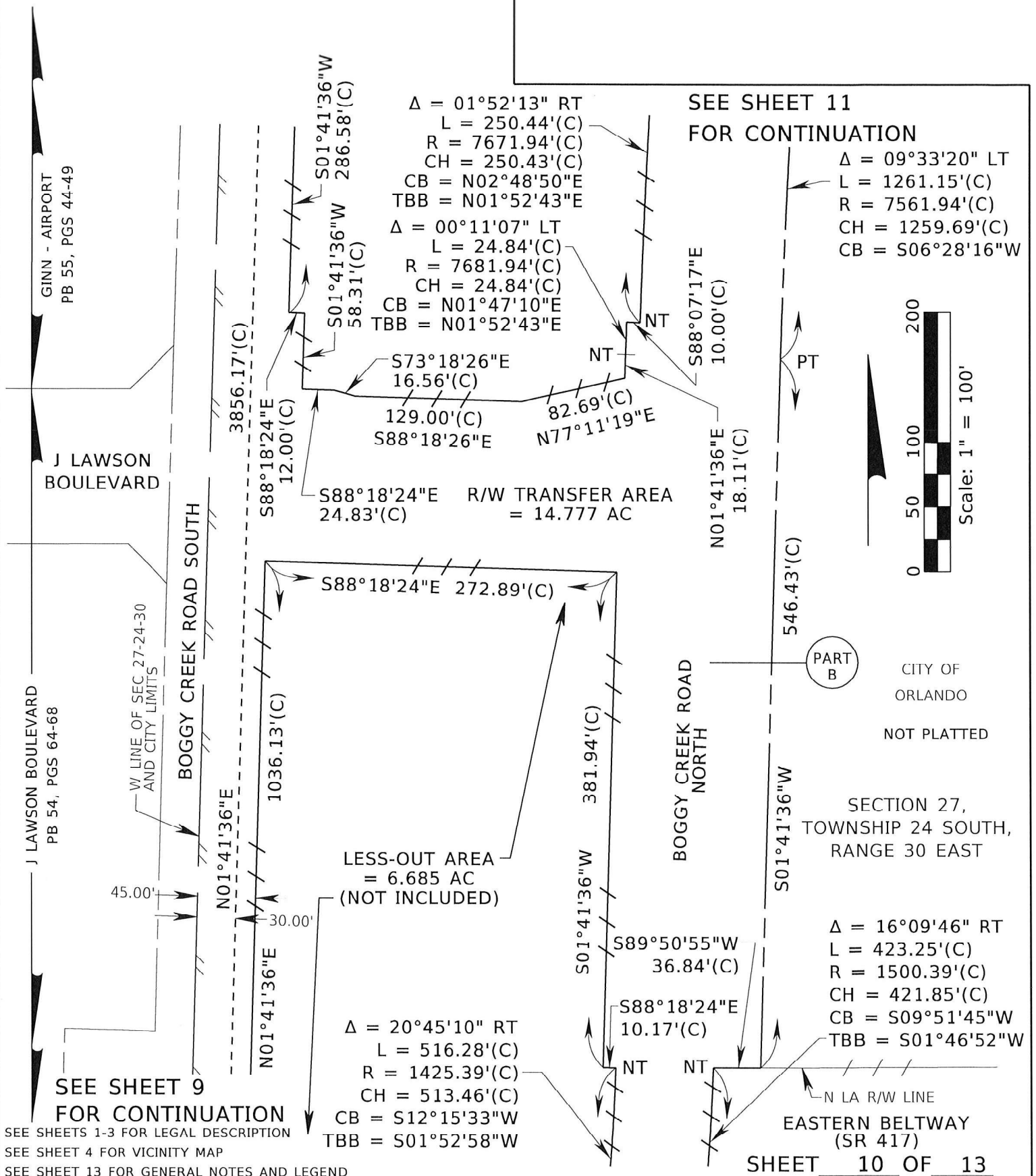
SEE SHEET 8  
 FOR CONTINUATION SHEET 9 OF 13

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

 **GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
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 SUITE 2401  
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 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

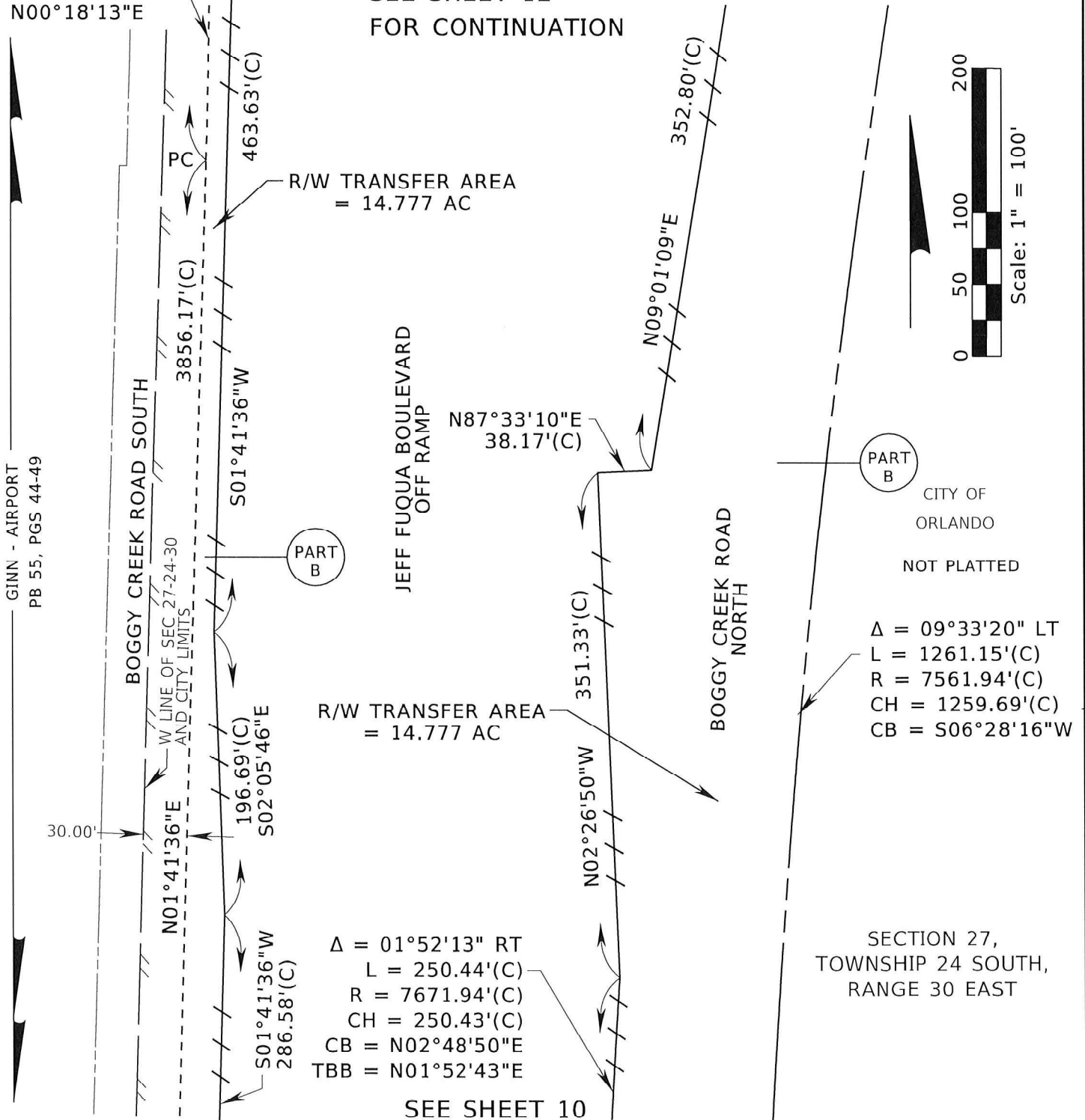
**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

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 SUITE 2401  
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 LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

$\Delta = 02^{\circ}46'46''$  LT  
 $L = 281.44'(C)$   
 $R = 5801.86'(C)$   
 $CH = 281.41'(C)$   
 $CB = N00^{\circ}18'13''E$

SEE SHEET 12  
 FOR CONTINUATION



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

SEE SHEET 10  
 FOR CONTINUATION

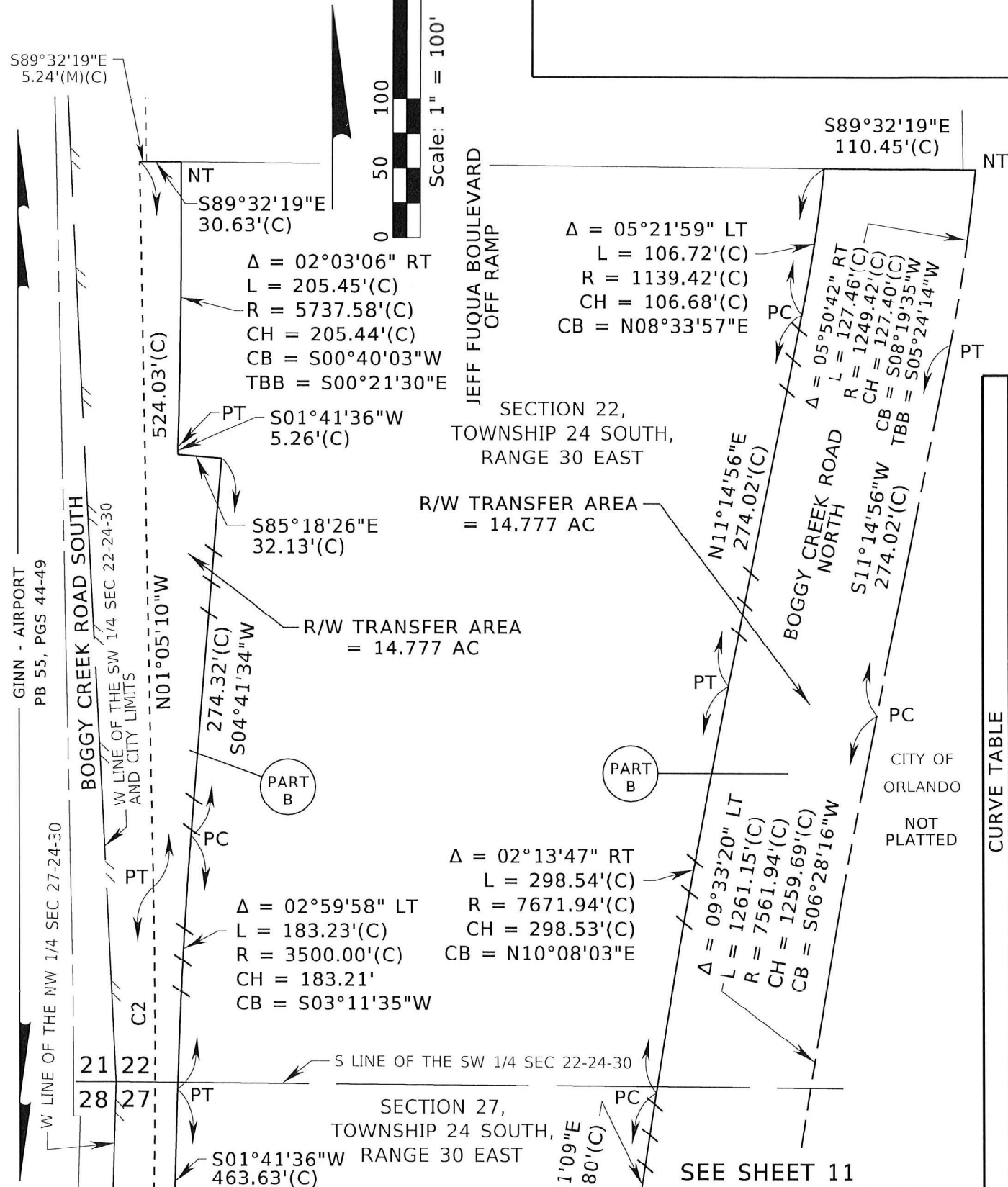
SHEET 11 OF 13

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

**GEODATA CONSULTANTS, INC.**  
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 LAKE MARY, FLORIDA 32746  
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 LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**



| CURVE TABLE |                        |            |             |                                       |
|-------------|------------------------|------------|-------------|---------------------------------------|
| CURVE       | DELTA                  | LENGTH     | RADIUS      | CHORD BEARING                         |
| C2          | $02^{\circ}46'45''$ LT | 281.44'(C) | 5801.86'(C) | $281.41'(C)$<br>$N00^{\circ}18'13''E$ |

SEE SHEETS 1-3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEET 13 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

**GEODATA CONSULTANTS, INC.**  
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 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

AC = ACRES  
 (C) = CALCULATED  
 CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 CB = CHORD BEARING  
 CH = CHORD LENGTH  
 Δ = DELTA  
 EXIST = EXISTING  
 FND = FOUND  
 ID = IDENTIFICATION  
 IB = IRON BAR  
 L = LENGTH  
 LA = LIMITED ACCESS  
 LT = LEFT

NO. = NUMBER  
 NT = NON TANGENT  
 ORB = OFFICIAL RECORDS BOOK  
 PB = PLAT BOOK  
 PC = POINT OF CURVATURE  
 PG(S) = PAGE OR PAGES  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 PT = POINT OF TANGENCY  
 R = RADIUS  
 RT = RIGHT  
 R/W = RIGHT OF WAY  
 RWM = RIGHT OF WAY MAP  
 SEC = SECTION  
 SE'LY = SOUTHEASTERLY  
 SF = SQUARE FEET  
 SR = STATE ROAD  
 TBB = TANGENT BEARING BACK

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 01°41'36" EAST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

SEE SHEETS 1 - 3 FOR LEGAL DESCRIPTION  
 SEE SHEET 4 FOR VICINITY MAP  
 SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION

H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
 DATE

|          |    |      |
|----------|----|------|
| REVISION | BY | DATE |
|          |    |      |
|          |    |      |
|          |    |      |

SHEET 13 OF 13

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: DECEMBER 11, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
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 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-400 - PORTION

Exhibit "B"

PURPOSE: RIGHT OF WAY TRANSFER TO  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1306.33 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 68.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°41'34" EAST, A DISTANCE OF 50.01 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 357.82 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.42 FEET, A CHORD BEARING OF SOUTH 28°48'43" EAST AND A CHORD DISTANCE OF 57.32 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 30°15'12" EAST, RUN SOUTHERLY 57.33 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°52'58"; THENCE NORTH 89°32'19" WEST, A DISTANCE OF 382.04 FEET; THENCE SOUTH 01°03'56" EAST, A DISTANCE OF 36.15 FEET; THENCE NORTH 09°20'29" WEST, A DISTANCE OF 34.64 FEET; THENCE NORTH 01°41'34" EAST, A DISTANCE OF 2.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,728 SQUARE FEET, MORE OR LESS.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE GRANTOR'S REMAINING PROPERTY AND ANY FACILITY CONSTRUCTED ON THE ABOVE DESCRIBED PROPERTY.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

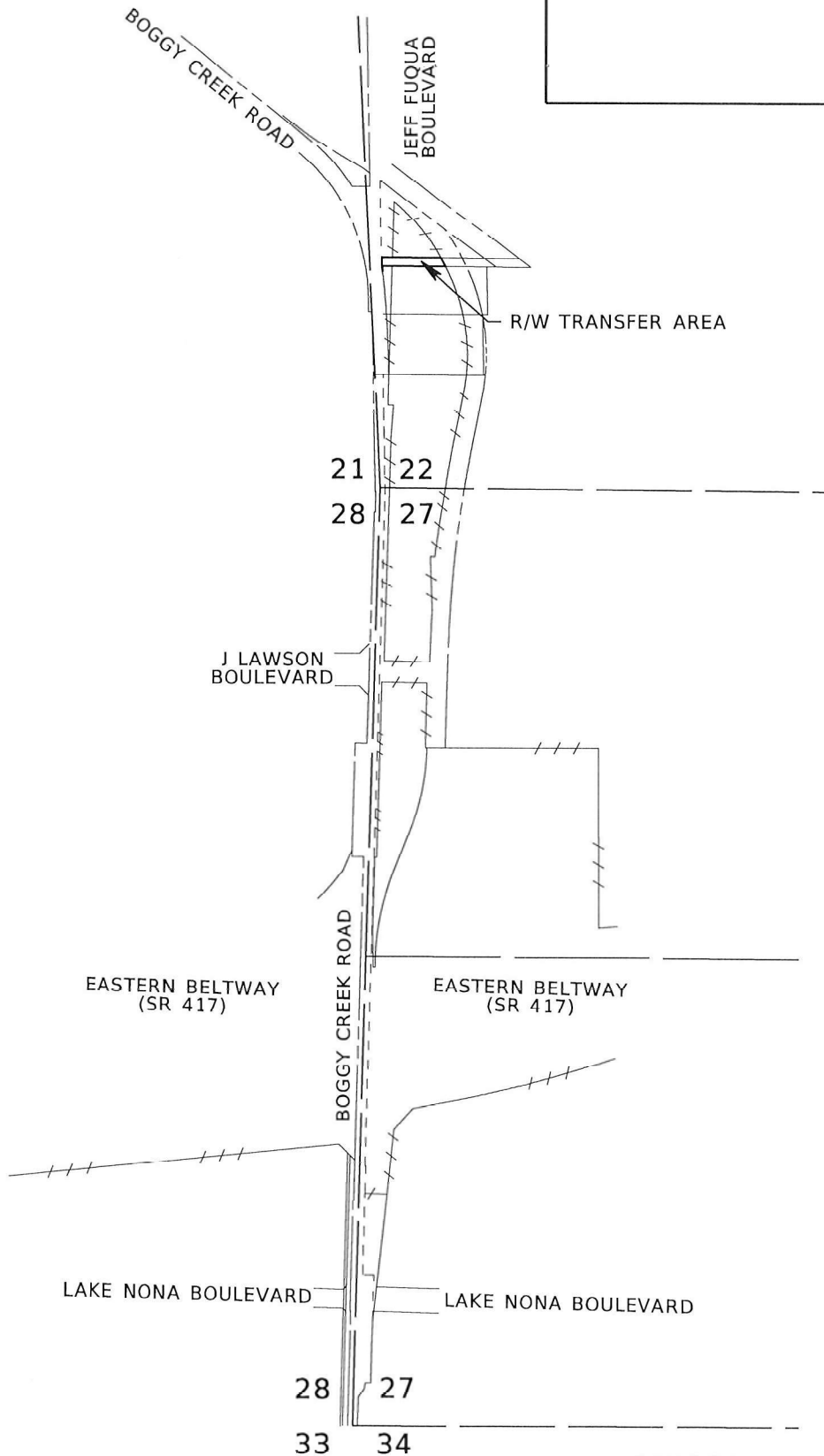
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: SEPTEMBER 09, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 2 OF 4

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 09, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401

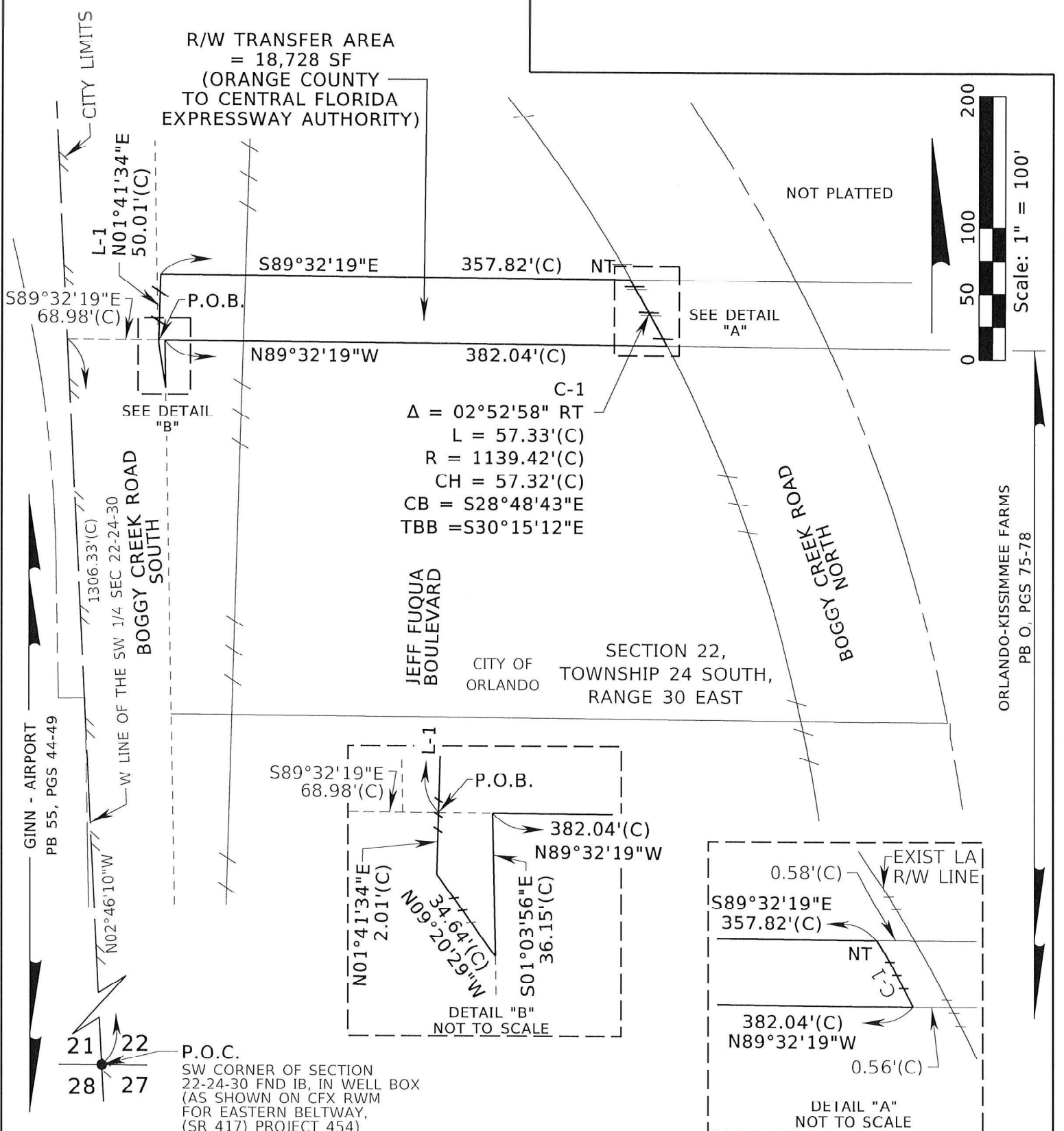
LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556



**SKETCH OF DESCRIPTION**



SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 09, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



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 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556



**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| EXIST | = EXISTING                             | P.O.B.       | = POINT OF BEGINNING    |
| FND   | = FOUND                                | P.O.C.       | = POINT OF COMMENCEMENT |
| ID    | = IDENTIFICATION                       | PT           | = POINT OF TANGENCY     |
| IB    | = IRON BAR                             | R            | = RADIUS                |
| L     | = LENGTH                               | RT           | = RIGHT                 |
| LA    | = LIMITED ACCESS                       | R/W          | = RIGHT OF WAY          |
|       |  | (RWM) OR (M) | = RIGHT OF WAY MAP      |
|       |  | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 02°46'10" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
7. THIS SKETCH IS NOT A SURVEY.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020

DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

|          |    |      |
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| REVISION | BY | DATE |

SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DATE: SEPTEMBER 09, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 818-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-401 - PORTION

PURPOSE: RIGHT OF WAY TRANSFER TO  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A SET NAIL AND DISK "LB #3557" AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE SOUTH 01°41'36" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 397.95 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 88°18'24" WEST, A DISTANCE OF 30.00 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF BOGGY CRFFK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING; THENCE SOUTH 18°56'59" EAST, A DISTANCE OF 35.54 FEET; THENCE SOUTH 01°13'59" WEST, A DISTANCE OF 148.11 FEET; THENCE SOUTH 16°02'00" WEST, A DISTANCE OF 55.39 FEET TO THE INTERSECTION WITH AFORESAID WEST RIGHT OF WAY LINE OF BOGGY CREEK ROAD; THENCE NORTH 01°41'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 235.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,520 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: OCTOBER 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

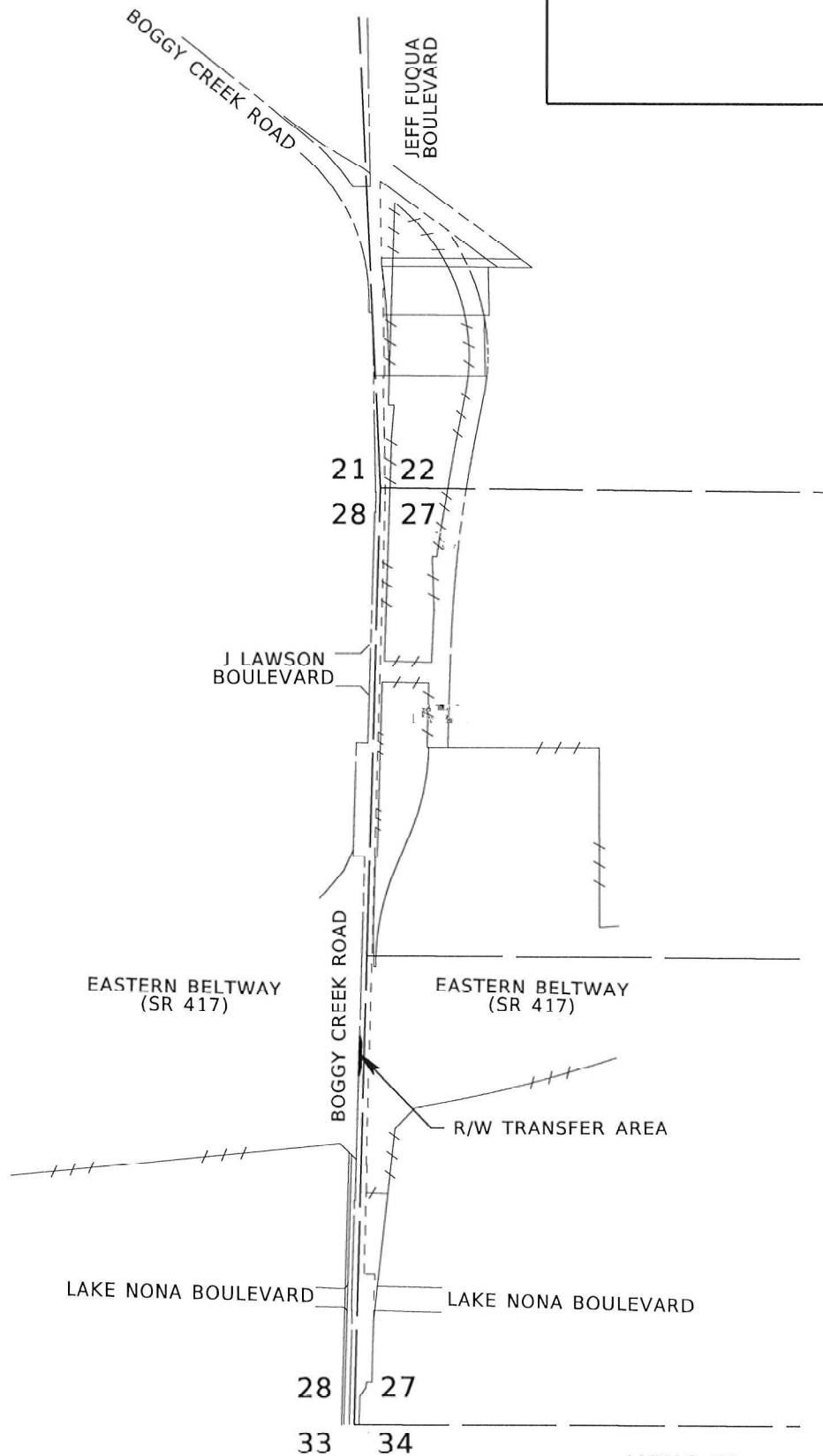
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 2 OF 4

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY

DATE: OCTOBER 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

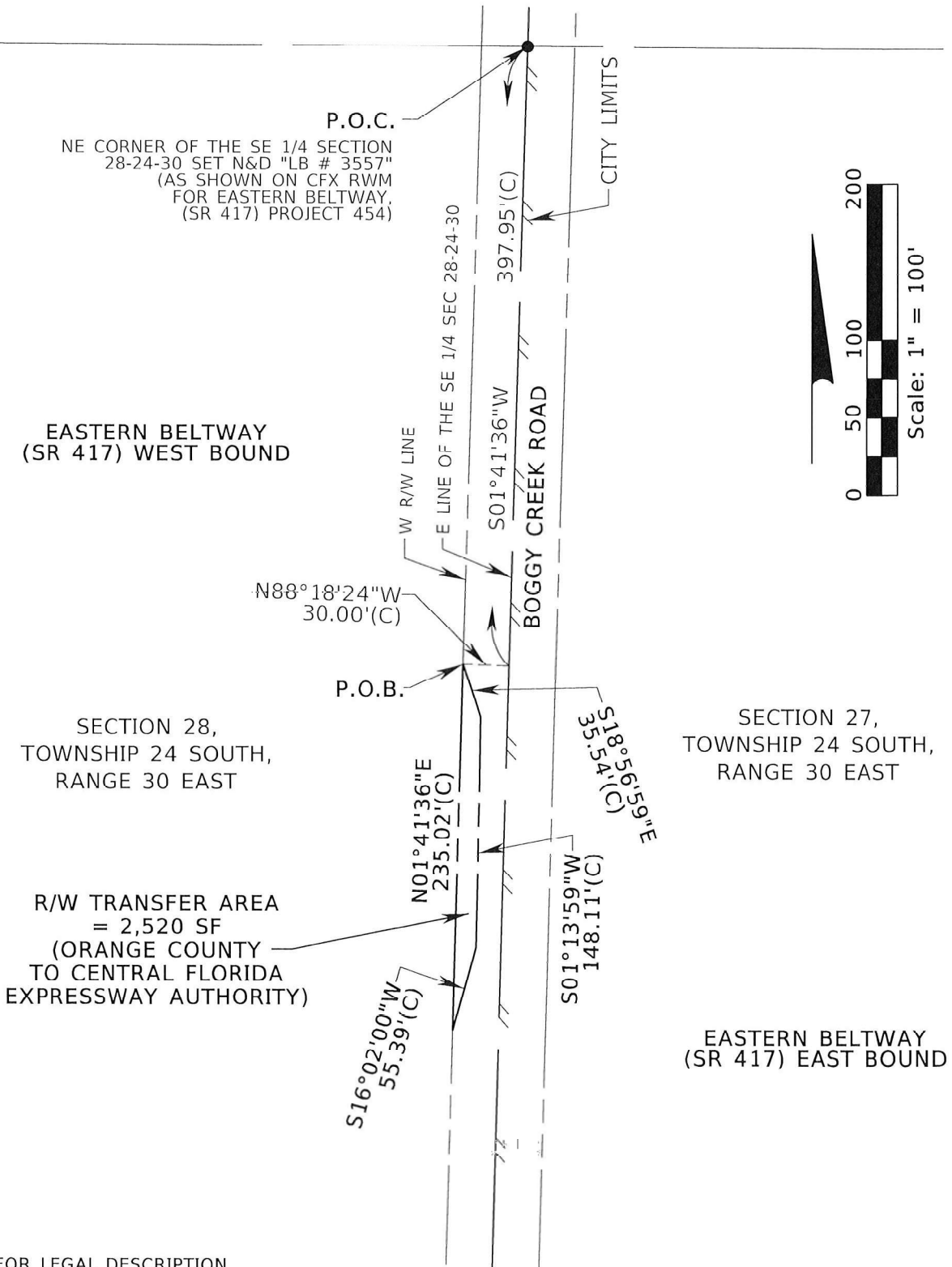


GEODATA CONSULTANTS, INC.

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 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: OCTOBER 01, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

BOGGY CREEK ROAD  
 CFX PROJECT NO. 454



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 SUITE 2401  
 LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

# SKETCH OF DESCRIPTION

## LEGEND AND ABBREVIATIONS

|       |  |              |                         |
|-------|--|--------------|-------------------------|
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| FND   | = FOUND                                | P.O.C.       | = POINT OF COMMENCEMENT |
| ID    | = IDENTIFICATION                       | PT           | = POINT OF TANGENCY     |
| IB    | = IRON BAR                             | R            | = RADIUS                |
| L     | = LENGTH                               | RT           | = RIGHT                 |
| LA    | = LIMITED ACCESS                       | R/W          | = RIGHT OF WAY          |
| N&D   | = NAIL AND DISK                        | (RWM) OR (M) | = RIGHT OF WAY MAP      |
|       |  | SEC          | = SECTION               |
|       |  | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

## GENERAL NOTES:

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2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF SOUTH 01°41'36" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
 DATE

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SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: OCTOBER 01, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
 1349 S INTERNATIONAL PKWY  
 SUITE 2401  
 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-400 - PORTION

Exhibit "C"

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### LINE "A"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1306.33 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 133.07 FEET TO THE INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING FOR LINE "A"; THENCE NORTH 01°41'36" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 50.01 FEET TO THE POINT OF TERMINUS FOR LINE "A".

#### LINE "B"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 1306.33 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 456.47 FEET TO THE INTERSECTION WITH THE LIMITED ACCESS RIGHT OF WAY LINE AS SHOWN ON SAID MAP, BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.92 FEET, A CHORD BEARING OF NORTH 28°47'56" WEST, A CHORD DISTANCE OF 57.31 FEET AND THE POINT OF BEGINNING; THENCE FROM A TANGENT BEARING OF NORTH 27°21'30" WEST, RUN NORTHERLY 57.32 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°52'52" TO THE POINT OF TERMINUS FOR LINE "B".

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: AUGUST 20, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

1349 S INTERNATIONAL PKWY

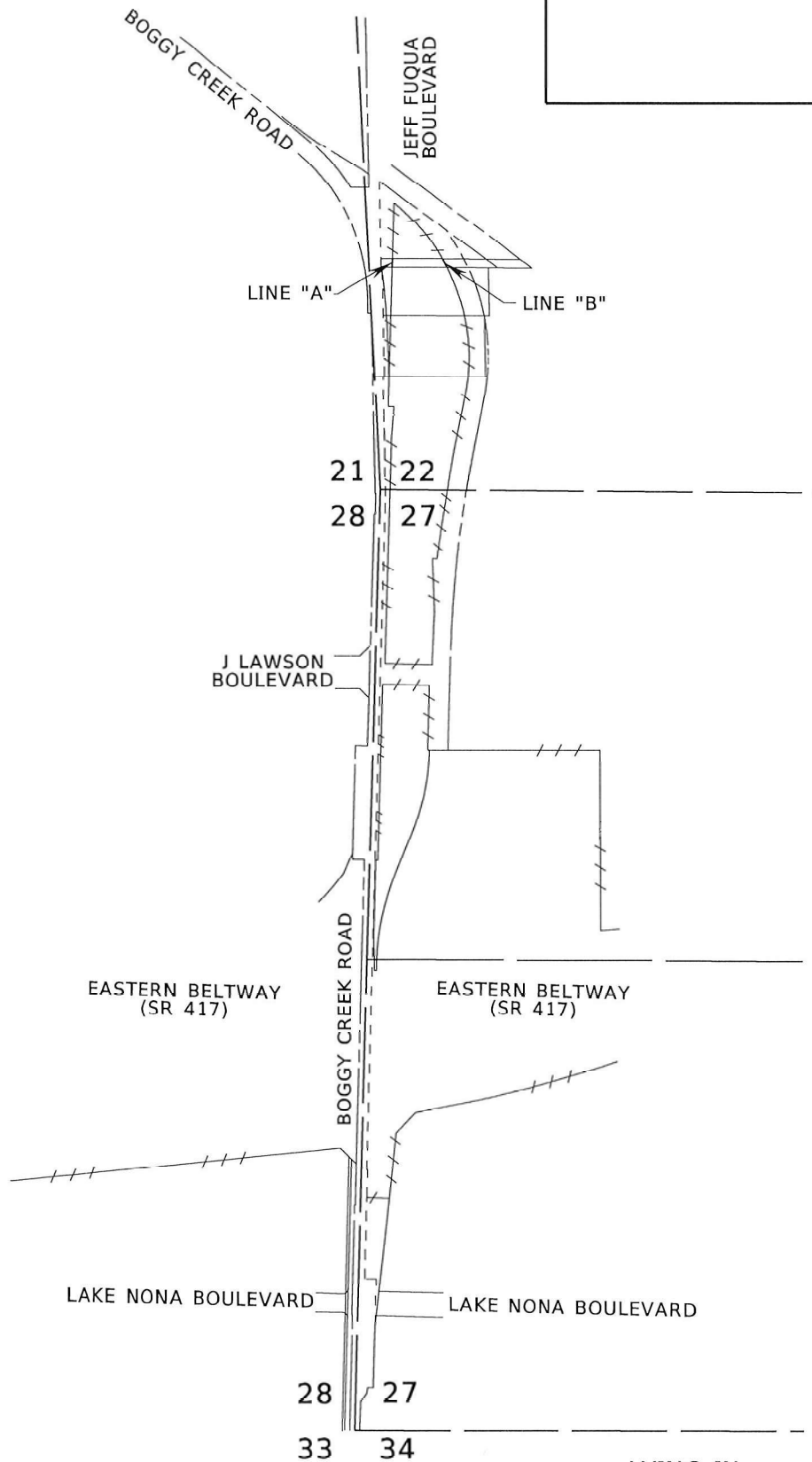
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 2 OF 4

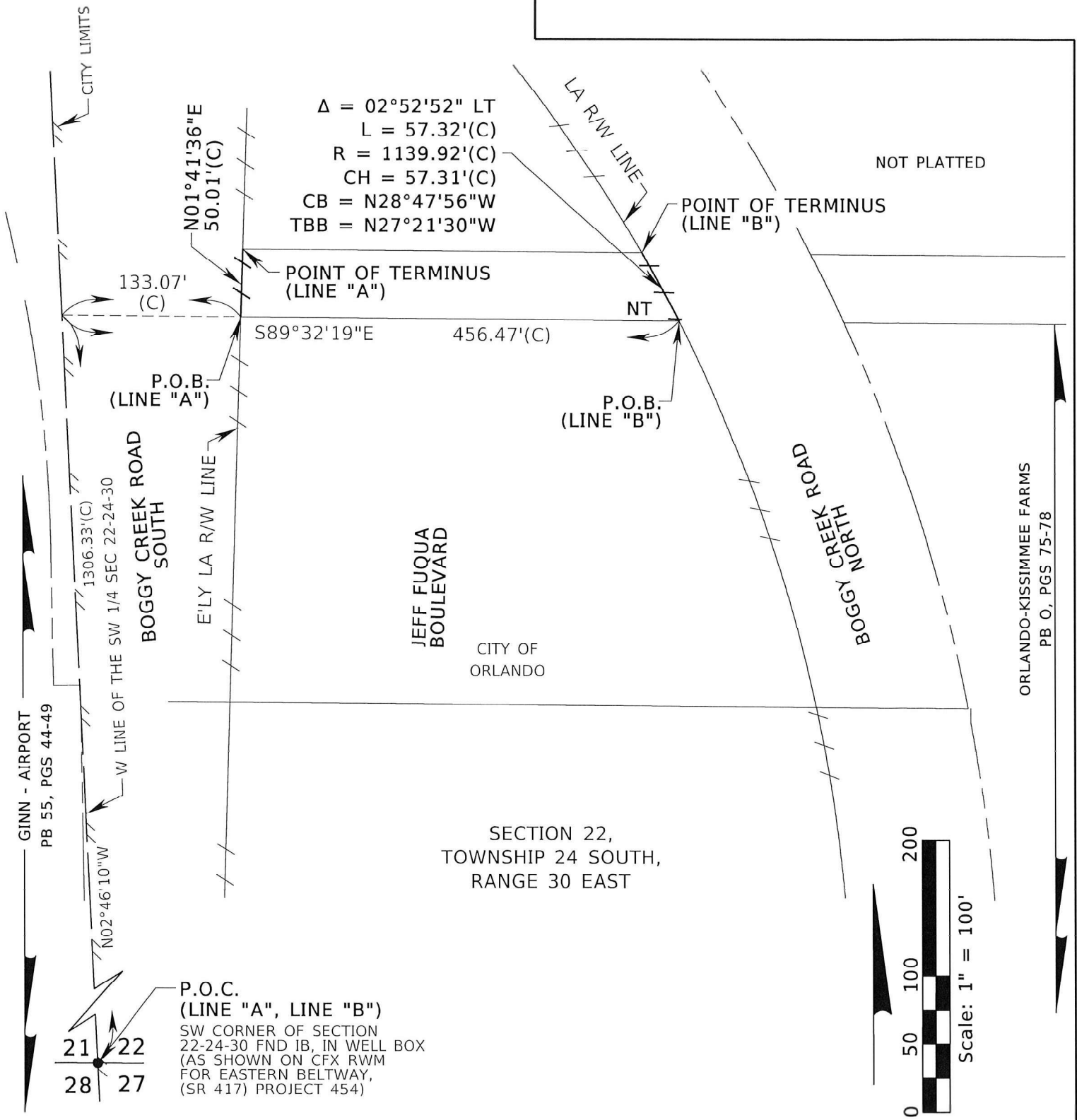
FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



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SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
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**BOGGY CREEK ROAD**  
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**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

|       |  |              |                         |
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| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| E'LY  | = EASTERLY                             | P.O.B.       | = POINT OF BEGINNING    |
| EXIST | = EXISTING                             | P.O.C.       | = POINT OF COMMENCEMENT |
| FND   | = FOUND                                | PT           | = POINT OF TANGENCY     |
| ID    | = IDENTIFICATION                       | R            | = RADIUS                |
| IB    | = IRON BAR                             | R/W          | = RIGHT OF WAY          |
| L     | = LENGTH                               | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| LA    | = LIMITED ACCESS                       | SEC          | = SECTION               |
| LT    | = LEFT                                 | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

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3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
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H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020

DATE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

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SHEET 4 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**  
 SURVEYING & MAPPING  
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 LAKE MARY, FLORIDA 32746  
 VOICE: (407) 732-6965 FAX: 878-0841  
 LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL 45-402 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LINE "A"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 83.21 FEET TO THE INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING FOR LINE "A"; THENCE NORTH 01°41'36" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 356.07 FEET TO THE POINT OF TERMINUS FOR LINE "A".

LINE "B"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°32'19" EAST, A DISTANCE OF 547.02 FEET TO THE INTERSECTION WITH THE LIMITED ACCESS RIGHT OF WAY LINE AS SHOWN ON SAID MAP, BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.92 FEET, A CHORD BEARING OF NORTH 03°07'18" WEST, A CHORD DISTANCE OF 356.69 FEET AND SAID POINT BEING THE POINT OF BEGINNING FOR LINE "B"; THENCE FROM A TANGENT BEARING OF NORTH 05°52'46" EAST, RUN NORTHERLY 358.16 FEET ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°00'07" TO THE POINT OF TERMINUS FOR LINE "B".

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

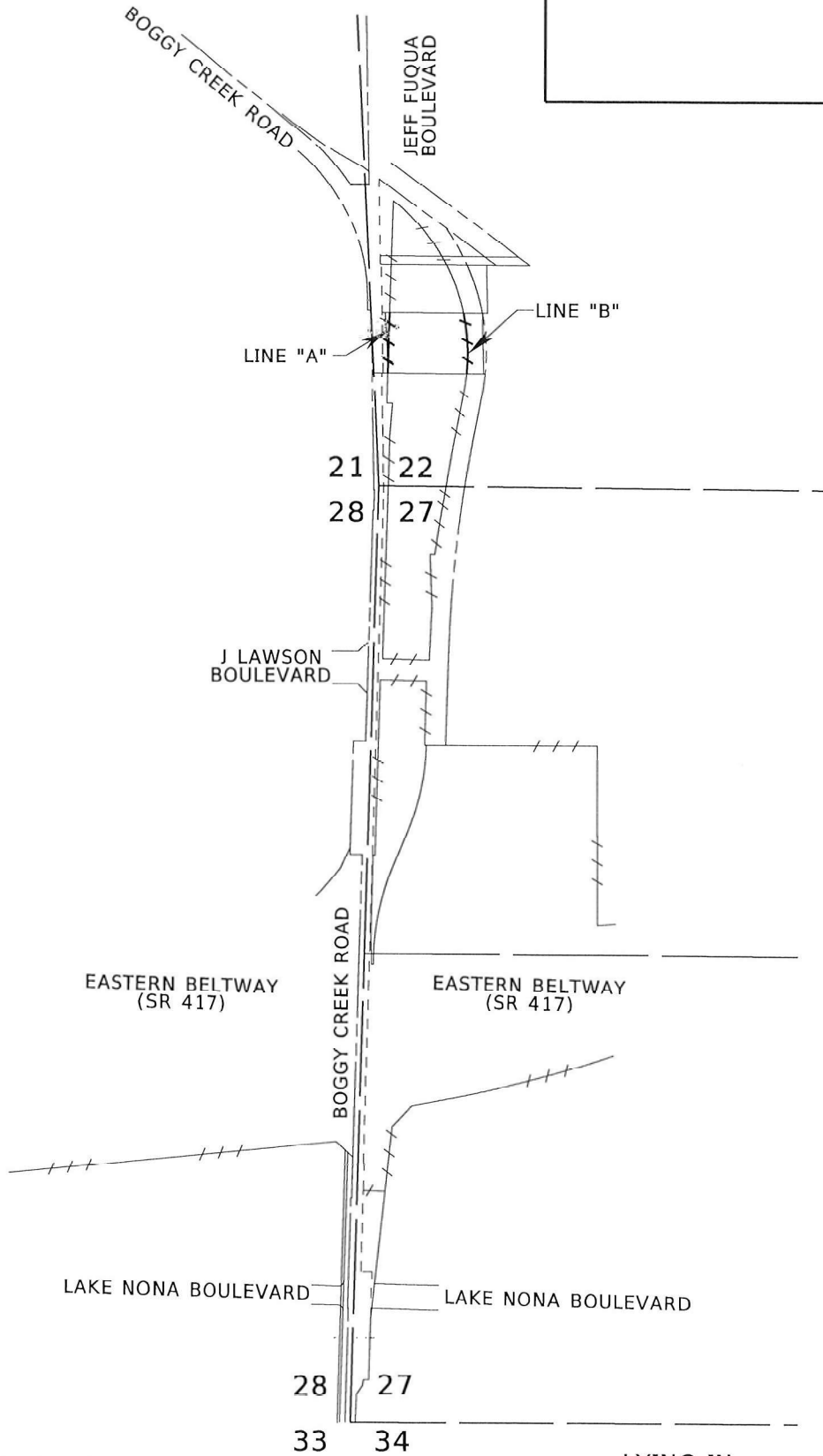
FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
DATE: AUGUST 20, 2019  
PROJECT NO.: D08-01  
DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.  
SURVEYING & MAPPING  
1349 S INTERNATIONAL PKWY  
SUITE 2401  
LAKE MARY, FLORIDA 32746  
VOICE: (407) 732-6965 FAX: 878-0841  
LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST  
 SHEET 2 OF 4

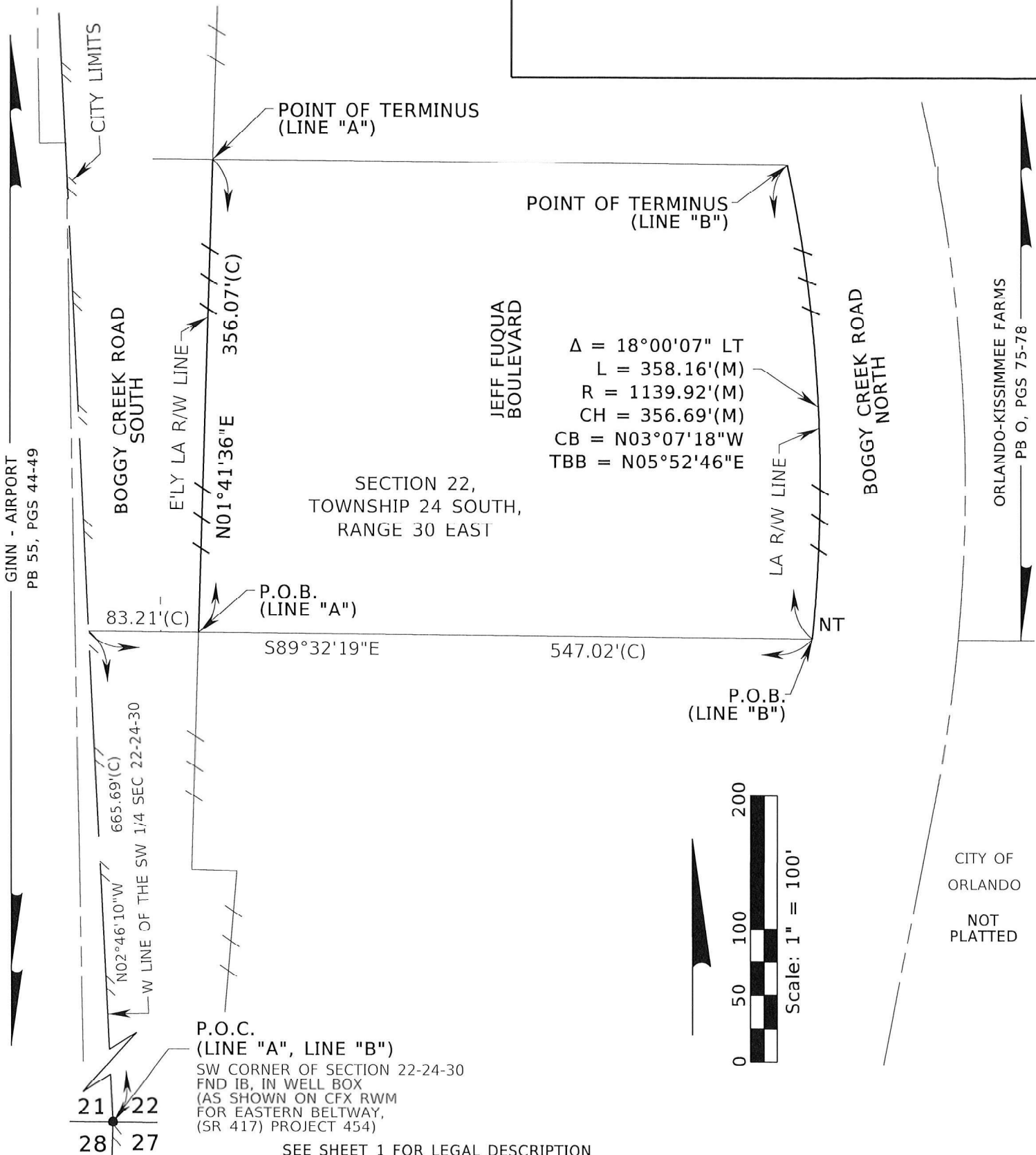
FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: AUGUST 20, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



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SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION  
SEE SHEET 2 FOR VICINITY MAP  
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: AUGUST 20, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**


|       |  |              |                         |
|-------|--|--------------|-------------------------|
| AC    | = ACRES                                | NO.          | = NUMBER                |
| (C)   | = CALCULATED                           | NT           | = NON TANGENT           |
| CFX   | = CENTRAL FLORIDA EXPRESSWAY AUTHORITY | ORB          | = OFFICIAL RECORDS BOOK |
| CB    | = CHORD BEARING                        | PB           | = PLAT BOOK             |
| CH    | = CHORD LENGTH                         | PC           | = POINT OF CURVATURE    |
| Δ     | = DELTA                                | PG(S)        | = PAGE OR PAGES         |
| E'LY  | = EASTERLY                             | P.O.B.       | = POINT OF BEGINNING    |
| EXIST | = EXISTING                             | P.O.C.       | = POINT OF COMMENCEMENT |
| FND   | = FOUND                                | PT           | = POINT OF TANGENCY     |
| ID    | = IDENTIFICATION                       | R            | = RADIUS                |
| IB    | = IRON BAR                             | R/W          | = RIGHT OF WAY          |
| L     | = LENGTH                               | (RWM) OR (M) | = RIGHT OF WAY MAP      |
| LA    | = LIMITED ACCESS                       | SEC          | = SECTION               |
| LT    | = LEFT                                 | SF           | = SQUARE FEET           |
|       |  | SR           | = STATE ROAD            |
|       |  | TBB          | = TANGENT BEARING BACK  |

**GENERAL NOTES:**

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT (NAD83), EAST ZONE, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 30 EAST, HAVING A BEARING OF NORTH 02°46'10" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR VICINITY MAP  
 SEE SHEET 3 FOR SKETCH OF DESCRIPTION

  
 H. Paul deVivero, Professional Land Surveyor No. 4990  
 6/25/2020  
 DATE

|          |    |      |  |
|----------|----|------|--|
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|          |    |      |  |
| REVISION | BY | DATE |  |

SHEET 4 OF 4

|  |   |  |
|--|---|--|
| FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY<br>DATE: <u>  AUGUST 20, 2019  </u><br>PROJECT NO.: <u>  D08-01  </u><br>DRAWN: <u>  RTS  </u> CHECKED: <u>  RJH  </u> | <b>BOGGY CREEK ROAD</b><br><b>CFX PROJECT NO. 454</b> |  <b>GEODATA CONSULTANTS, INC.</b><br>SURVEYING & MAPPING<br>1349 S INTERNATIONAL PKWY<br>SUITE 2401<br>LAKE MARY, FLORIDA 32746<br>VOICE: (407) 732-6965 FAX: 878-0841<br>LAND SURVEYOR BUSINESS LICENSE NO. 6556 |
|--|---|--|

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL45-501 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 22 AND THE WEST 1/4 OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### LINE "A"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 1/2" IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01°41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 1370.04 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID EASTERN BELTWAY (SR 417); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 87°18'24" EAST ALONG SAID PROLONGATION LINE, A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING FOR LINE "A"; THENCE CONTINUE SOUTH 87°18'24" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 128.77 FEET TO THE POINT OF TERMINUS FOR LINE "A".

### LINE "B"

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A SET NAIL AND DISK "L.B. #3577" AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 01°41'36" EAST ALONG THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 583.17 FEET TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF SAID EASTERN BELTWAY (SR 417); THENCE DEPARTING SAID WEST LINE, RUN SOUTH 88°18'24" EAST ALONG SAID PROLONGATION LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING FOR LINE "B"; THENCE THE FOLLOWING FIVE COURSES ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE; CONTINUE SOUTH 88°18'24" EAST, A DISTANCE OF 13.38 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 1036.13 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 275.00 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 382.25 FEET; THENCE NORTH 89°50'55" EAST, A DISTANCE OF 84.73 FEET TO THE POINT OF TERMINUS FOR LINE "B".

### LINE "C"

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND IRON BAR IN WELLBOX AS SHOWN ON THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY RIGHT OF WAY MAP FOR EASTERN BELTWAY (SR 417), PROJECT 454; THENCE NORTH 02°46'10" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 665.69 FEET; THENCE SOUTH 89°32'19" EAST, A DISTANCE OF 83.21 FEET TO THE INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF BOGGY CREEK ROAD AS SHOWN ON SAID MAP AND THE POINT OF BEGINNING FOR LINE "C"; THENCE THE FOLLOWING FOURTEEN COURSES ALONG THE LIMITED ACCESS RIGHT OF WAY LINE AS SHOWN ON SAID MAP; RUN SOUTH 01°41'36" WEST, A DISTANCE OF 178.55 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 33.60 FEET; THENCE SOUTH 04°41'36" WEST, A DISTANCE OF 183.45 FEET; THENCE SOUTH 01°41'36" WEST, A DISTANCE OF 302.50 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFORESAID SOUTHWEST 1/4; THENCE CONTINUE SOUTH 01°41'36" WEST, A DISTANCE OF 1020.60 FEET; THENCE SOUTH 88°18'24" EAST, A DISTANCE OF 275.00 FEET; THENCE NORTH 01°41'36" EAST, A DISTANCE OF 45.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.44 FEET, A CHORD BEARING OF

SEE SHEET 3 FOR VICINITY MAP

SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION

SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 8

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 18, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**



**GEODATA CONSULTANTS, INC.**

**SURVEYING & MAPPING**

1349 S INTERNATIONAL PKWY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: 878-0841

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
BOGGY CREEK ROAD  
PROJECT NO. 454 BOGGY CREEK ROAD  
PARCEL45-501 - PORTION

PURPOSE: RELEASE OF LIMITED ACCESS RIGHTS  
ESTATE: FEE SIMPLE

### LEGAL DESCRIPTION

NORTH 02°41'01" EAST AND A CHORD DISTANCE OF 265.15 FEET; THENCE RUN NORTHERLY 265.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°58'50"; THENCE NORTH 02°06'16" WEST, A DISTANCE OF 317.67 FEET; THENCE SOUTH 82°05'05" EAST, A DISTANCE OF 27.45 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7673.26 FEET, A CHORD BEARING OF NORTH 09°09'25" EAST AND A CHORD DISTANCE OF 332.59 FEET; THENCE FROM A TANGENT BEARING OF NORTH 07°54'55" EAST, RUN NORTHERLY 332.61 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°29'01" TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 7671.44 FEET, A CHORD BEARING OF NORTH 09°52'23" EAST AND A CHORD DISTANCE OF 368.37 FEET; THENCE FROM A TANGENT BEARING OF NORTH 08°29'50" EAST, RUN NORTHERLY 368.41 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'05" TO A POINT OF TANGENCY; THENCE NORTH 11°14'56" EAST, A DISTANCE OF 274.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1139.92 FEET, A CHORD BEARING OF NORTH 08°33'50" EAST AND A CHORD DISTANCE OF 106.78 FEET; THENCE RUN NORTHERLY 106.82 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°22'08" TO THE POINT OF TERMINUS FOR LINE "C".

RELEASE OF LIMITED ACCESS RIGHTS ALONG LINES WITHOUT AREA.

SEE SHEET 3 FOR VICINITY MAP  
SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION  
SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 8

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 18, 2019

PROJECT NO.: D08-01

DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD**  
**CFX PROJECT NO. 454**

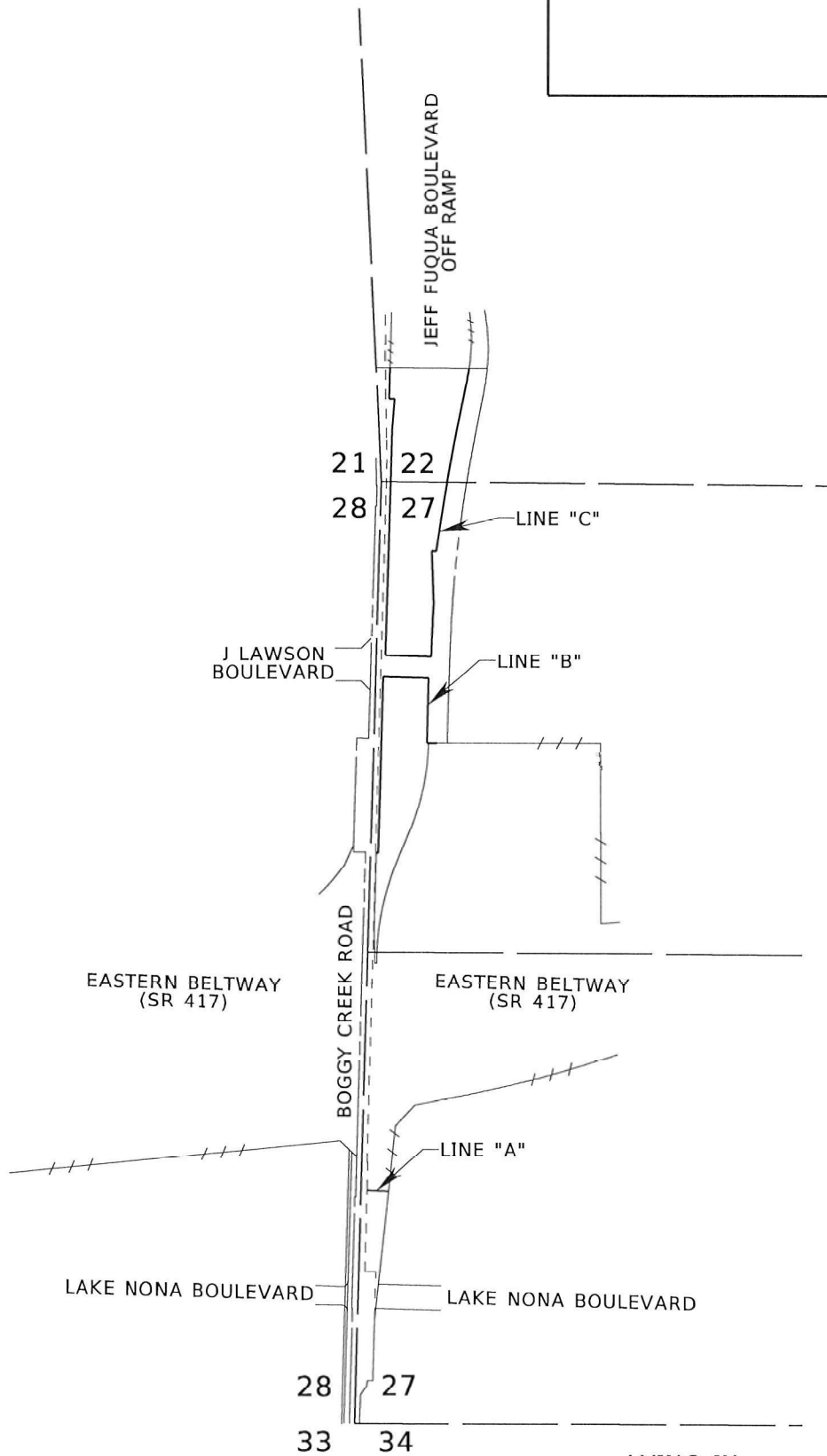


GEODATA CONSULTANTS, INC.

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LAND SURVEYOR BUSINESS LICENSE NO. 6556

VICINITY MAP



NOT TO SCALE

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION  
 SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION  
 SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

LYING IN  
 TOWNSHIP 24 SOUTH, RANGE 30 EAST

SHEET 3 OF 8

FOR: CENTRAL FLORIDA  
 EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 18, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

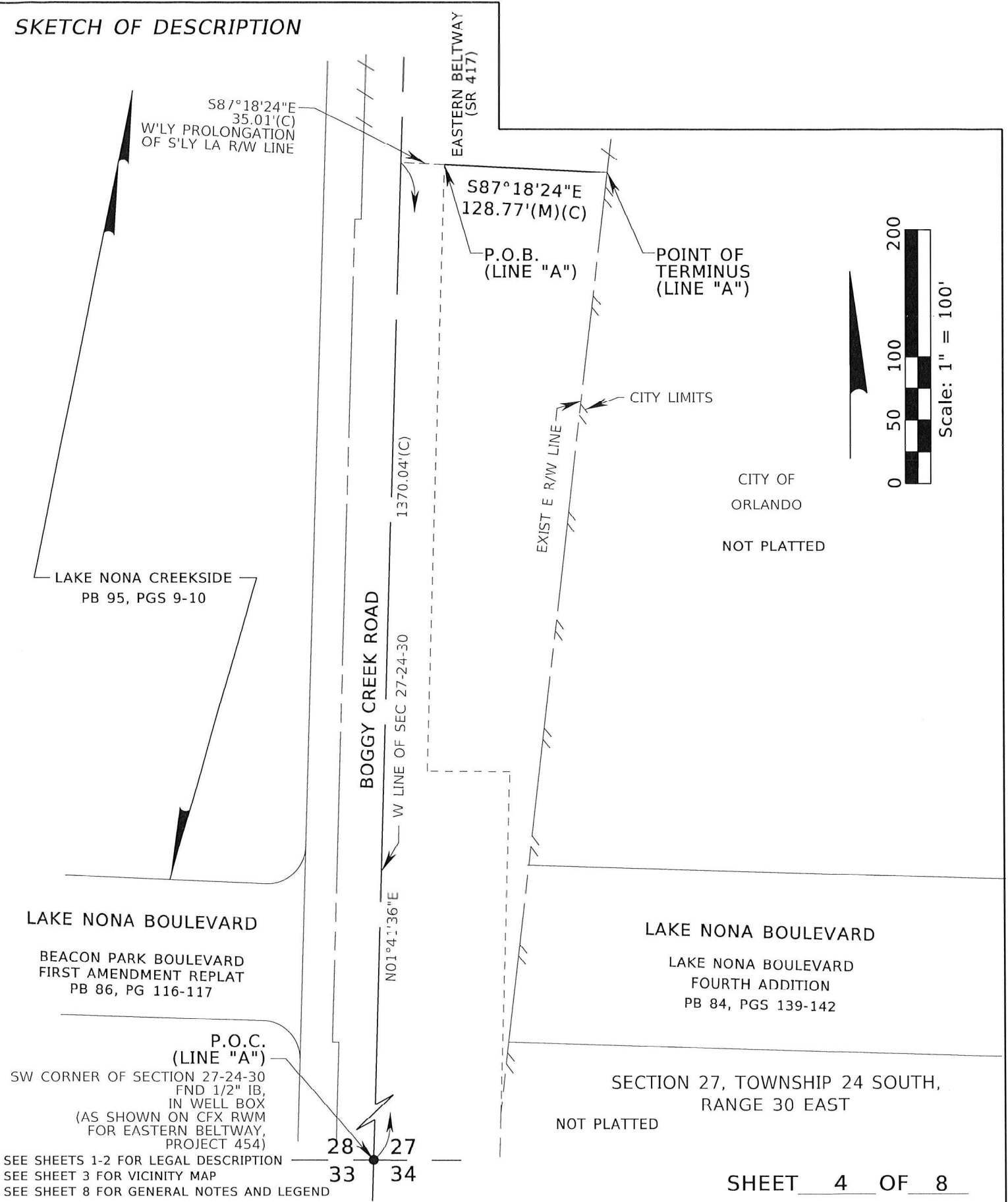
**BOGGY CREEK ROAD**  
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 LAND SURVEYOR BUSINESS LICENSE NO. 6556



SKETCH OF DESCRIPTION



FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY

DATE: SEPTEMBER 18, 2019

PROJECT NO.: D08-01

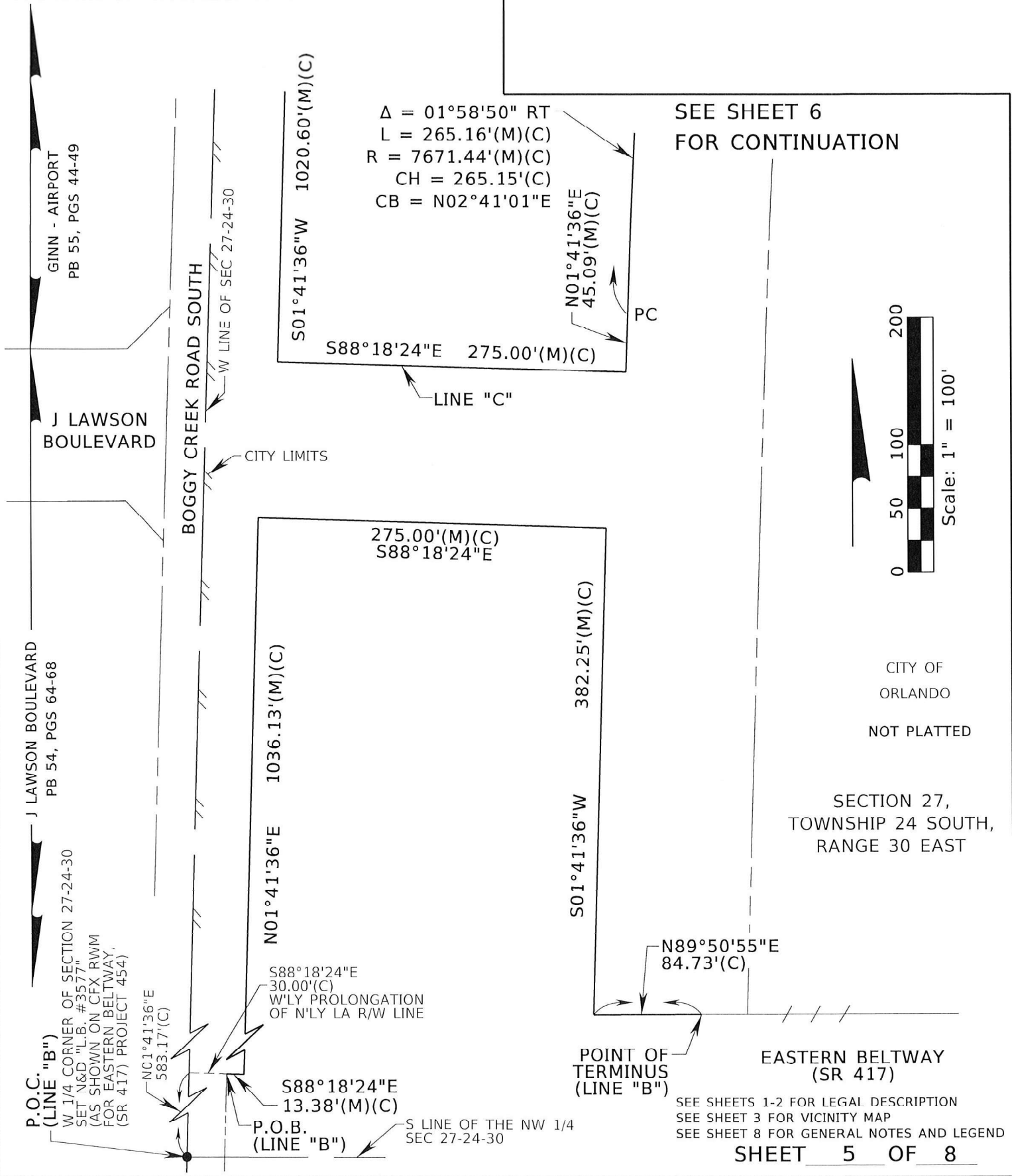
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**BOGGY CREEK ROAD  
CFX PROJECT NO. 454**



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LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION



SEE SHEET 6 FOR CONTINUATION

CITY OF ORLANDO NOT PLATTED

SECTION 27, TOWNSHIP 24 SOUTH, RANGE 30 EAST

POINT OF TERMINUS (LINE "B")

EASTERN BELTWAY (SR 417)

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR VICINITY MAP  
SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
DATE: SEPTEMBER 18, 2019  
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**BOGGY CREEK ROAD  
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SKETCH OF DESCRIPTION

SEE SHEET 7  
FOR CONTINUATION

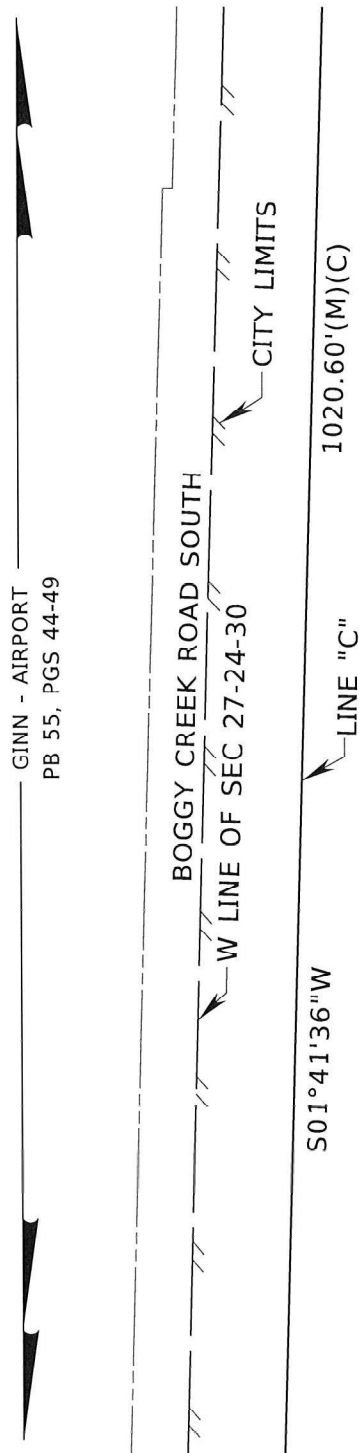
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 $L = 368.39'(M)$   
 368.41'(C)  
 $R = 7671.44'(M)(C)$   
 $CH = 368.37'(C)$   
 $CB = N09^{\circ}52'23''E$   
 $TBB = N08^{\circ}29'50''E$

$\Delta = 02^{\circ}29'01''$  RT  
 $L = 332.62'(M)$   
 332.61'(C)  
 $R = 7673.26'(M)(C)$   
 $CH = 332.59'(C)$   
 $CB = N09^{\circ}09'25''E$   
 $TBB = N07^{\circ}54'55''E$

$S82^{\circ}05'05''E$   
 $27.45'(M)(C)$

$\Delta = 01^{\circ}58'50''$  RT  
 $L = 265.16'(M)(C)$   
 $R = 7671.44'(M)(C)$   
 $CH = 265.15'(C)$   
 $CB = N02^{\circ}41'01''E$

SEE SHEET 5  
FOR CONTINUATION



CITY OF  
ORLANDO  
NOT PLATTED

SECTION 27,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR VICINITY MAP  
 SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

SHEET 6 OF 8

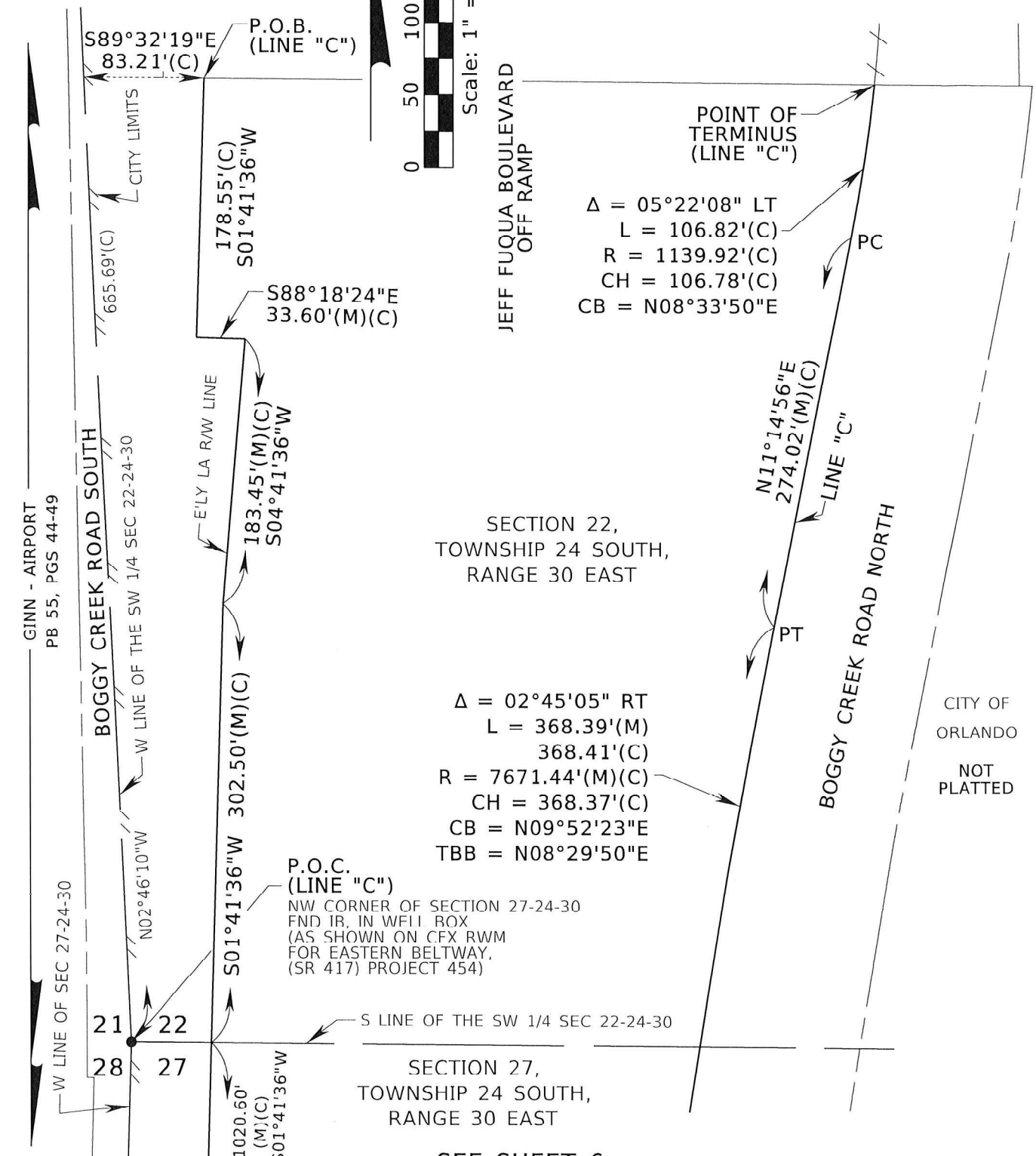
FOR: CENTRAL FLORIDA  
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**BOGGY CREEK ROAD**  
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SKETCH OF DESCRIPTION



$\Delta = 05^{\circ}22'08''$  LT  
 $L = 106.82'(C)$   
 $R = 1139.92'(C)$   
 $CH = 106.78'(C)$   
 $CB = N08^{\circ}33'50''E$

SECTION 22,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

$\Delta = 02^{\circ}45'05''$  RT  
 $L = 368.39'(M)$   
 $368.41'(C)$   
 $R = 7671.44'(M)(C)$   
 $CH = 368.37'(C)$   
 $CB = N09^{\circ}52'23''E$   
 $TBB = N08^{\circ}29'50''E$

**P.O.C. (LINE "C")**  
 NW CORNER OF SECTION 27-24-30  
 FND IR, IN WELL BOX  
 (AS SHOWN ON CFX RWM  
 FOR EASTERN BELTWAY,  
 (SR 417) PROJECT 454)

SECTION 27,  
TOWNSHIP 24 SOUTH,  
RANGE 30 EAST

SEE SHEET 6  
FOR CONTINUATION

SHEET 7 OF 8

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION  
SEE SHEET 3 FOR VICINITY MAP  
SEE SHEET 8 FOR GENERAL NOTES AND LEGEND

FOR: CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY  
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**BOGGY CREEK ROAD**  
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**SKETCH OF DESCRIPTION**

**LEGEND AND ABBREVIATIONS**

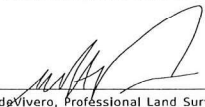
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 W'LY = WESTERLY

**GENERAL NOTES:**

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H. Paul deVivero, Professional Land Surveyor No. 4990

6/25/2020  
DATE

SEE SHEETS 1 - 2 FOR LEGAL DESCRIPTION  
 SEE SHEET 3 FOR VICINITY MAP  
 SEE SHEETS 4-7 FOR SKETCH OF DESCRIPTION

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|          |    |      |  |
| REVISION | BY | DATE |  |

SHEET 8 OF 8

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
 DATE: SEPTEMBER 18, 2019  
 PROJECT NO.: D08-01  
 DRAWN: RTS CHECKED: RJH

**BOGGY CREEK ROAD  
 CFX PROJECT NO. 454**



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 LAND SURVEYOR BUSINESS LICENSE NO. 6556

**CONSENT AGENDA ITEM  
#19**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of Second Contract Renewal with GAI Consultants, Inc.  
for Right-Of-Way Support Services  
Contract No. 001100

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Board approval is requested for the second renewal of the referenced contract with GAI Consultants, Inc. in the amount of \$0.00 for one year beginning on October 3, 2020 and ending October 2, 2021. The original contract was for three years with two one-year renewals.

The service to be provided under this renewal is right-of-way support.

|                   |               |
|-------------------|---------------|
| Original Contract | \$ 300,000.00 |
| First Renewal     | \$ 0.00       |
| Second Renewal    | \$ 0.00       |
| Total             | \$ 300,000.00 |

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: *Woody Rodriguez*  
Diego "Woody" Rodriguez  
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001100**

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and GAI Consultants, Inc., registered and authorized to conduct business in the State of Florida, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated July 13, 2017, whereby CFX retained the Consultant to provide right of way support; and

**WHEREAS**, pursuant to Article 2.10 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on October 3, 2020 and end on October 2, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement in an amount up to \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.



**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**GAI CONSULTANTS, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

9/10/2019

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**CONTRACT RENEWAL NO. 1**  
**CONTRACT NO. 001100**

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 10th day of October 2019, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and GAI Consultants, Inc., herein after called "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated March 12, 2015, with a Notice to Proceed date of October 3, 2016, whereby CFX retained the Contractor to provide right-of-way support services on an as-needed basis; and

WHEREAS, pursuant to Article 2 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the first renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 3rd day of October 2019 and ending the 2nd day of October 2020 at the cost of \$0.00. The total amount of the Original Agreement remains the same.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

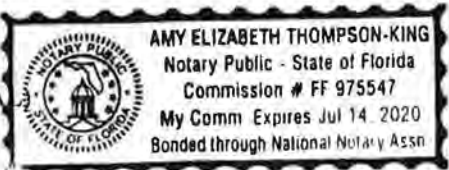
GAI CONSULTANTS, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]  
Authorized Signature

BY: [Signature]  
Director of Procurement

Title: Vice President  
ATTEST: [Signature] (SEA)  
Secretary or Notary



If Individual, furnish two witness:  
Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

Legal Approval as to Form  
[Signature]  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
RIGHT OF WAY SUPPORT SERVICES  
CONTRACT NO. 001100**

This Contract is made this 12<sup>th</sup> day of March, 2015, between the CENTRAL FLORIDA COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and GAI CONSULTANTS, INC., hereinafter the CONTRACTOR:

**WITNESSETH:**

**WHEREAS**, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

**WHEREAS**, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide right of way support services as detailed in the Scope of Services included in the CONTRACTOR's contract with Orange County; and,

**WHEREAS**, on February 25, 2015, the CONTRACTOR entered into an agreement with Orange County under its Contract No. Y14-904-B to provide the same services as required by the AUTHORITY; and,

**WHEREAS**, a Request for Proposals seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with Orange County for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Orange County; and,

**WHEREAS**, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with Orange County, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

**2. CONTRACT TERM AND TERMINATION**

The term of the Contract will be three (3) years from the Notice to Proceed issued by the AUTHORITY. There shall be two renewal options of 1 year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial three-year Contract Term.

Termination shall be according to the CONTRACTOR's agreement with Orange County.

**3. COMPENSATION FOR SERVICES**

The Contract amount for the initial Contract term will be \$300,000.00. Compensation shall be in accordance with the Method of Compensation included in the CONTRACTOR's contract with the Orange County.

**4. CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with Orange County. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Agreement. Failure of the AUTHORITY to demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

**5. INDEMNITY**

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its

subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees.

## **6. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

## **7. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying AUTHORITY and securing its consent in writing.

## **8. PERMITS, LICENSES, ETC.**

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

## **9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY'S Ethics Policy. The CONTRACTOR acknowledges that it has read, and to the extent applicable, acknowledges that it will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full.

#### **10. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

#### **11. SUBLETTING AND ASSIGNMENT**

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

#### **12. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures

of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to AUTHORITY through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to AUTHORITY, and AUTHORITY shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

**13. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

**14. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

**15. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

**16. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

16.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

16.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**17. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.



IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the Authority's Board of Directors at its meeting on March 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Paul Nubi*  
Director of Procurement

GAI CONSULTANTS, INC.

By: *Jeffrey M Sievers*  
Signature  
Jeffrey M Sievers  
Print Name  
Vice-President  
Title

Attest: *TB* (Seal)  
Teresa C. Browne



Approved as to form and execution, only.

*Joseph J. Lassiter*  
General Counsel for the AUTHORITY

CONTRACT

#Y14-904-B

THIS CONTRACT made and entered into this 25<sup>th</sup> day of February, 2015, by and between the:

**BOARD OF COUNTY COMMISSIONERS  
201 S. ROSALIND AVENUE  
ORLANDO, ORANGE COUNTY, FLORIDA**

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

**GAI CONSULTANTS, INC.  
618 EAST SOUTH STREET 700  
ORLANDO, FLORIDA 32801  
FEDERAL I.D. #25-1260999**

hereinafter referred to as the **CONSULTANT**.

RECITALS

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT for continuing engineering services, referred to as "Task Authorization" or "Purchase Order"; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

SCOPE OF SERVICES

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "**CONTINUING ENGINEERING SERVICES FOR RIGHT-OF-WAY ACQUISITION AND EMINENT DOMAIN**" which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of work, the CONSULTANT will submit a cost Proposal to the COUNTY depicting man hours, with hourly rates, as established in Exhibit B, sub-contracted services, period of performance for completion of projects, and out of pocket expenses. Proposal shall be submitted within fifteen (15) days of receipt of written request for Proposal by the COUNTY.

## CONSULTANTS COMPETITIVE NEGOTIATION ACT

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

### II PAYMENT

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. FEES: For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. PAYMENT: Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period
- C. PAYMENT IN EVENT OF TERMINATION BY COUNTY: In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION: If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation, the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT.

The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.
  
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.
  
- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.
  
- H. **MULTIPLIERS:** The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

|    |  |   |
|----|--|---|
| 1. | Prime Consultant<br>GAI Consultants, Inc.  | Multiplier<br>2.94                          |
| 2. | Sub-Consultants<br>JCB Construction<br>Rhodes + Brito Architects<br>American Environmental Consulting<br>Buchheit and Associates | Multiplier<br>2.805<br>2.71<br>2.99<br>2.99 |

I. PRICE ADJUSTMENT:

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.
- iii Retroactive requests for price adjustments will not be considered.

**The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.**

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment effecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

**III**  
**DESIGN WITHIN FUNDING LIMITATIONS**

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.
- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. Task Authorizations issued for study activities may not exceed \$200,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

**IV**  
**RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- B. The Project Manager and the Assistant Project Manager must be two separate individuals both currently employed by the Prime Consultant. One of the individuals must be a professional engineer registered in the State of Florida.
- C. Substitution of the Project Manager, Assistant Project Manager or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
  - 1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
  - 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.

- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

## V

### COUNTY'S RIGHTS AND RESPONSIBILITIES

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY,
- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

## VI

### CONTRACT TYPE

This is an indefinite quantity contract for the goods and/or services specified in Exhibit A – Scope of Professional Services. The quantities of goods and/or services specified are unknown. Delivery or performance shall be only as authorized by task authorizations in accordance with the terms of this contract. The CONSULTANT shall furnish the goods and/or services to the COUNTY, when and if ordered. The COUNTY shall order at least \$34,000.00 in fees during the initial contract performance period. The COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.



**VII**  
**TERM OF CONTRACT**

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**VIII**  
**TERMINATION OF CONTRACT**

**A. TERMINATION FOR DEFAULT:**

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of The terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. TERMINATION FOR CONVENIENCE:**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

**C. PAYMENT**

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

**D. TERMINATION NOTICE**

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

**IX**  
**INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

**Insurance Requirements:**

The CONSULTANT shall procure and maintain on a primary basis and at its sole expense during the life of this Contract, insurance of the types and limits including endorsements described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by CONSULTANT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the CONSULTANT under the Contract. Insurance carriers providing coverage must be authorized and/or eligible to do business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII.

If the CONSULTANT intends to bid on this Contract as a Joint Venture then all insurance coverage required herein shall include the Joint Venture as "named insured". If the Joint Venture has no employees then this requirement is waived for workers' compensation. The Joint Venture shall also purchase discontinued completed operations coverage for any claims made after the dissolution of the Joint Venture. This coverage shall be for a period of two years following final completion of the project or continuing service contract.

**Required Coverage:**

**Workers' Compensation** - The CONSULTANT shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability.

**Commercial General Liability** - The CONSULTANT shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

**Business Automobile Liability** - The CONSULTANT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Professional Liability** - The CONSULTANT shall maintain professional liability (errors and omissions) coverage with limits as specified below. The aggregate limit shall be twice the required claim limit for continuing contracts.

| <u>Project Cost</u>   | <u>Minimum Limit</u>   | <u>Maximum Deductible</u>                                   |
|-----------------------|--|---|
| \$0-1,000,000         | 50% of project cost<br>subject to a minimum<br>of \$100,000/occurrence | 10% of project cost<br>or \$25,000, whichever<br>is smaller |
| \$1,000,000-5,000,000 | \$1,000,000  | \$100,000   |
| over \$5,000,000      | Determined by the County   |   |

Optional Insurance: The COUNTY reserves the right to purchase "per project" professional liability coverage on behalf of the CONSULTANT and its sub-consultants of every tier. If the COUNTY elects to do so then COUNTY will notify CONSULTANT.

The coverage will include a deductible no greater than the deductible indicated above for professional liability, shall contain standard industry terms, conditions, and exclusions and be retroactive to the date the CONSULTANT began the design work. The CONSULTANT shall be financially responsible for any deductible.

The "per-project" policy will replace and supersede the professional liability insurance requirement above. Said requirement shall become null and void. In exchange, the CONSULTANT shall remove and exclude from its fees (and those of its sub-consultants of every tier) all premiums, costs, fees, charges, and overhead related in any way to the professional liability requirements above.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONSULTANT agrees to maintain a retroactive date prior to or equal to the effective date of this contract.

In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONSULTANT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.

By entering into this contract CONSULTANT agrees to provide a Waiver of Subrogation in favor of the County for each policy as required herein. When required by the insurer or should a policy condition not permit the CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others endorsement.

CONSULTANT agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Prior to execution and commencement of any operations/services provided under this contract the CONSULTANT shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance

the CONSULTANT shall also provide a blanket or specific additional insured endorsement for the CGL policy. For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.

CONSULTANT shall notify the County within thirty (30) business days of any material change in or cancellation/non-renewal of insurance coverage. The CONSULTANT shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT'S obligation to maintain such insurance.

Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners  
Procurement Division  
400 E. South Street  
Orlando, Florida 32801

The CONSULTANT shall be responsible for the acts and omissions of its employees, sub consultants of every tier, their agents and employees, and other persons performing any portion of the CONSULTANT'S obligations under this contract. Failure of the CONSULTANT to maintain adequate insurance coverage for itself or for any other persons or entities for whom it is responsible, or to ensure that its sub consultants of every tier maintain adequate insurance coverage, shall not relieve the CONSULTANT of any contractual responsibility or obligation.

**Indemnification:**

The CONSULTANT shall defend, indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

**Patents and Royalties:**

Unless otherwise provided, the Consultant shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract.

The Consultant, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied or any service provided by the Consultant.

In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Consultant. If such a claim is made, the Consultant shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Consultant and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**X**

**TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS**

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating

worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
  - 2) Compliance with provisions for pricing change orders; or
  - 3) Compliance with provisions for pricing invoices; or
  - 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
  - 5) Compliance with the County's business ethics; or
  - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of



audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.

Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

## **XI**

### **OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.



**XII**  
**SUSPENSION OF WORK BY COUNTY**

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time.

However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

**XIII**  
**STANDARDS OF CONDUCT**

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

**XIV**  
**ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

**XV**  
**MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to all **sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development

Division, accompanied by the Project Manager's recommendation or consent to termination.

- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
  2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-M/WBE's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

#### **XVI** **INDEPENDENT CONTRACTOR STATUS**

The CONSULTANT shall be an independent contractor and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

#### **XVII** **EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded CONSULTANT shall abide by the following provisions:

1. The CONSULTANT shall represent that CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
2. The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the nondiscrimination provision of the contract.
3. The provisions of the prime contract shall be incorporated by the CONSULTANT into the contracts of any applicable sub-consultants.

#### **XVIII**

#### **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

#### **XIX**

#### **ASBESTOS FREE MATERIALS**

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request. Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

**XX**  
**CONTROLLING LAWS**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**XXI**  
**AVAILABILITY OF FUNDS**

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

**XXII**  
**WELFARE RECIPIENTS**

CONSULTANT has committed to hire zero (0) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

**XXIII**  
**SERVICE-DISABLED VETERAN PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate

documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.

- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. In the event a certified SDV sub-Consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-contractor evidencing their concurrence with the termination. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
  2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.
- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

**XXIV**  
**CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.

**XXV**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXVI**  
**TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited



to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**XXVII**  
**VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

GAI CONSULTANTS, INC.  
ORLANDO, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

Signature

*Jeffrey M. Sievers*

Name Typed

*Vice-President*

Title

*Johnny M. Richardson*  
Johnny M. Richardson, CPPO, CFCM  
Manager, Procurement Division

Date:

*2-25-15*  
(for County use only)



**EXHIBIT A**  
**SCOPE OF SERVICES**

## **EXHIBIT A SCOPE OF SERVICES**

### **CONTINUING ENGINEERING SERVICES FOR RIGHT-OF-WAY ACQUISITION AND EMINENT DOMAIN**

This continuing engineering services contract may be utilized for land acquisition for any Orange County project such as roadways, recreation trails, stormwater ponds, easements, building sites, etc. However, the following standards were written specifically for a roadway project. This scope of services may need to be modified to fit other County projects.

This Scope of Services is specifically for engineering services that may be required for the acquisition of right-of-way for Orange County roadway projects from design review, right-of-way impact analysis and appraisal process through settlement negotiations and the eminent domain process.

These services include review, research and analysis of construction plans, right-of-way maps, title search reports, legal descriptions and sketches of description, and right-of-way acquisition reports in connection with the acquisition of property. These services also include research for specific types of property uses such as analysis of commercial and industrial processes or any research of any type that is involved with right-of-way acquisition and eminent domain. Sites will be analyzed to determine various impacts of the proposed acquisitions on the development potential and utility of the property. Fieldwork will be required to perform the analysis. Reports, graphics, sketches, and engineering cures shall be produced as necessary throughout the acquisition process. Participation in project progress meetings will be required. Engineering support including trial exhibit preparation and expert witness testimony will be required throughout the litigation process, including pre-order of taking meetings, order of taking hearings, mediations, depositions, and value trials.

As the County generates each project, a scope meeting will be called for the County and the Consultant to identify the work to be accomplished, the level of effort, participation by the subconsultants, identification of specialized subconsultants, time frame for work and any other details particular to the scope of work. The Consultant is encouraged to be fully familiar with the properties to be acquired by performing field inspections prior to the submittal of the proposal. The proposal to the County shall contain written scope and costs detailing required man-hours with approved hourly rates, subcontracted services by man-hours and approved rates, proposed schedule and all direct expenses required to complete the task. A sample of the format in which the Consultant should submit his invoices will be provided. Scope and cost proposals shall be submitted within fifteen (15) days of the scope meeting.

The following descriptions provide a minimum standard for reporting and parcel sketch requirements to develop the best quality product for Orange County.

## **RIGHT-OF-WAY ACQUISITION REPORT**

### **ANALYSIS OF PARENT TRACT**

Each Right-of-way Acquisition Report shall contain the following general information as a minimum.

- Project name and Orange County parcel number
- Name of owner and/or tenant(s)
- Use of property including the name of the business or businesses if applicable
- Location of property by street address, Property Appraiser's tax map parcel number, distance from a visibly recognizable location, and station numbers
- Property inspection date
- Person who performed analysis
- Dimensions of the property including the size of the parent tract, area to be acquired and the remainder area. Provide one sketch of the entire parent tract with an aerial background (no break lines).
- Aerial backgrounds are required for the before sketches and the sketches with the acquisition shown.
- Sketches of the acquisitions have the appropriate scale to clearly show details of the impacts.
- Footer of report shall contain page numbers, project name and parcel numbers and date of report.
- Verify that all math, dimensions etc. are consistent within the report, with the construction plans, right of way maps, legal descriptions and sketches of description.
- Right-of-way Acquisition Reports shall be provided electronically in Word format and as a .pdf file. Some appendices may also be required in CAD format.
- If there are issues with any aspect of the site in the after condition as a result of the road project, immediately contact the Public Works Department, Engineering Right-of-Way Acquisition Section and the Real Estate Management Division Appraisal Section so that an appropriate solution can be implemented prior to the completion of the appraisal and negotiations for the purchase of the property. Do not finish the Right-of-Way Acquisition Report until instructed to do so by the Right of Way Acquisition Section.

### **EXISTING CONDITION OF THE PARENT TRACT**

Investigate, determine and describe or summarize features of the property including but not limited to the following:

- (1) The Right-of-way Engineering Consultant will be provided copies of all reports developed during the Roadway Conceptual Analysis (RCA) and Roadway Design Phases of the roadway project. Data collected during the RCA and Roadway Design Phase shall be reviewed, evaluated, and verified. After verification it can be relied upon for the Right-of-way Acquisition Reports. If data collected during the RCA and Roadway Design Phase cannot be relied upon because it is either incorrect or outdated, it shall be updated as part of this work and coordinated with the design consultant through Public Works

Department, Engineering Division Right of Way Acquisition Section and Design Section.

- (2) Existing Use
- (3) Land: Factors such as area, shape, dimensions, ingress/egress, topography, flood plain data, drainage, soil conditions, utilities on site and availability, wetlands and their jurisdictional boundaries, wetland classification for mitigation, site improvements, easements, encroachments and their effect should be considered. Especially describe existing drainage patterns; use of public water supply, wells, on-site sewage disposal systems and/or public wastewater systems; availability of water and wastewater mains including location relative to pavement and property; areas of wetlands and uplands; and existing easements.
- (4) Buildings and Other Improvements: If improvements are to be affected by the acquisition, locate the improvements by actual survey and provide scaled drawings. All dimensions shall be displayed on the improvement sketches.
- (5) Parking Analysis: Evaluate the parking design of the parcel before the acquisition with respect to the number of spaces, configuration, layout, adherence to zoning and applicable design standards with the Consultant commenting on conformance with current code requirements including ADA/Florida Accessibility code, encroachments on existing right of way, and any lease, easements, or other cross parking or joint use arrangements applicable to the site.
- (6) Existing Driveway Analysis: Identify existing grade (if a significant difference is created by the project), all dimensions of driveway width, type of vehicular use, existing turning movements.
- (7) Site Signage: On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the before condition.
- (8) Environmental Concerns: Investigate the current environmental regulations from the appropriate federal, state, municipal, county and regulatory agencies with respect to environmental features of the property. Review Corridor Contamination Assessment reports. Coordinate indications of contamination assessment with Public Works Department, Engineering Division, Right of Way Acquisition Section, Design Section and Risk Management Division. Additional evaluation and property value consideration may be necessary if contamination exists.
- (9) Site Drainage Design: Evaluate the adequacy of the existing on site drainage systems. Describe the existing outfall.
- (10) Driveways: The Consultant should analyze the maximum potential number of drives permitted for unimproved land tracts before the acquisition.

- (11) Identify and obtain copies of all development documents.

### **DESCRIPTION OF THE ROADWAY PROJECT**

**The consultant shall discuss the existing and proposed roadway. Such discussion shall be parcel-specific with sufficient detail (including drawings, as appropriate) to enable the reader to visualize the proposed changes as they affect the subject.**

### **ZONING, LAND USE PLANS AND CONCURRENCY**

**The Consultant shall discuss the following items concerning zoning, land use plans and concurrency:**

- (1) Determine and verify zoning designations for the subject parcel with the appropriate government entity. The consultant should discuss the present zoning of the subject property and how zoning regulations affect the use of the property. (i.e. setbacks, potential floor area ratio (FAR) issues, minimal building requirements). Document the person or persons interviewed.
- (2) State whether the investigation revealed any reasonably probable change in zoning and/or land use. If a zoning change is reasonably probable, discuss other nearby zoning changes to support the anticipated change, as appropriate. A land use change assumption must be approved and documented by the appropriate Department Manager or his designee, currently Alberto Vargas, Manager or John Smoger, Planning Administrator, Orange County Planning Division, for property in unincorporated Orange County, and with the appropriate municipal zoning official for property in a municipality.
- (3) Determine and verify the comprehensive land use plan status and/or development or building plans of each parcel with the local Planning/Building Department. The Consultant should also obtain concurrency ordinances from municipal and county governments and determine the concurrency status of the subject parcel.
- (4) Discuss future land use plan and effect on property, as well as any pending, proposed or reasonably probable changes to the subject's future land use classification.
- (5) Discuss any non-conformity with either land or building improvements.
- (6) Determine and verify any change in impact fees due to the acquisition.

## **ANALYSIS OF PART ACQUIRED**

If land or land and improvements are partially acquired the following factors should be discussed by the Consultant:

- (1) Describe the topography, shape and area of land acquired.
- (2) Discuss the extent of access and frontage acquired.
- (3) Identify and describe all improvements to be acquired that are considered to be real property.
- (4) Provide description and delineation of jurisdictional wetland areas within the acquisition.
- (5) Describe impacts to buildings and other improvements utilizing actual survey data and provide drawings to scale including dimensions.
- (6) Discuss any other factors that may be considered necessary in the analysis of the acquisition area including but not limited to buildings, parking, driveways, environmental concerns, site drainage, site signage, zoning, land use plans, concurrency, etc.
- (7) Describe existing easements or other encumbrances.
- (8) The Consultant shall provide general contractor cost estimates of building and/or site improvements located within the acquisition area.

## **ANALYSIS OF THE REMAINDER-UNCURED**

The Consultant shall describe or summarize the effect of the acquisition on the remainder including but not limited to the following:

- (1) Describe any change in zoning, setbacks, non-conformity, comprehensive land use requirements, concurrency, etc. of the remainder.
- (2) Describe any changes in development potential of the remainder based on environmental regulations.
- (3) Partially remaining buildings and site improvements as well as analysis of setback impacts to remaining improvements utilizing actual survey data. Structural evaluations shall be made with recommendations for cut & face, demolitions or relocations.
- (4) Change of access or circulation (internal & external). Describe the access in the after condition including distances to U-turns, suggested routing for trucks, etc. Provide turning movement analysis as a separate report with drawings. Describe and consider specialty type vehicles that may access the property for

example, school buses, gasoline tanker trucks at gas stations, tow trucks, garbage trucks, and emergency vehicles. Describe access and circulation to buildings, such as, drive-through restaurants and banks, truck loading docks and bays, and dumpster access.

- (5) Change in parking or parking lot.
- (6) Change in grade analysis.
- (7) Change in drainage patterns. Evaluate the existing on-site drainage system after the acquisition
- (8) Change in driveway grade, width, and radius. The Consultant shall analyze the connection of the proposed driveway to the proposed roadway. Discuss driveway provided by roadway construction plans including analysis of grade, width, radius, type of vehicular use, and any increased construction costs resulting from changes in road elevation or the construction of roadside swales.
- (9) Potable water wells and on-site sewage disposal systems: The Consultant will evaluate any changes to potable water well and on-site sewage disposal systems due to the acquisition. The analysis should consider setbacks, separation distances and relocation.
- (10) Change in site signage-location, size or height including setback and exposure. On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the after condition.
- (11) Discuss utility connections and availability in the after condition. This includes whether utility lines are on the property's side of the road and whether they are under pavement.
- (12) Discuss the impact on existing easements and whether the easement can co-exist with the project. If applicable, attach copy of easement document and development agreements to report as an appendix. Identify the Grantee and complete use for each easement affected. Show the extent of the easement on the parcel acquisition sketches.
- (13) Analysis of any other aspect of the acquisition that may affect the County, the owner or the public.

#### **ANALYSIS OF THE REMAINDER-CURED**

The Consultant shall develop the most feasible cure plan to be utilized by the appraiser to mitigate any part or all damages created by the acquisition. The Consultant shall analyze and fully discuss the extent of the cure and where necessary provide a general contractor's bid estimate to perform the cure. The bid estimate should be valid for one year. Where a city is involved, it would be preferred for that city to provide concurrence with the cure developed by the general consultant. All cures shall be submitted to

Public Works Right-of-Way Acquisition Section for approval prior to finalizing the Right-of-way Acquisition Report. The following items should be considered:

- (1) Partially remaining buildings and site improvements as well as analysis of setback impacts to remaining improvements utilizing actual survey data. Structural evaluations shall be made with recommendations for cut & face, demolitions or relocations.
- (2) Analysis of setback impacts, zoning, development requirements, comprehensive land use requirements, and concurrency etc. to the remaining improvements. Applicable waivers, exceptions and/or variances shall be provided. Waivers, exceptions or variances for the remainder property shall include a signed document from the appropriate department manager in accordance with Orange County Code Section 30 Planning and Development, Article 13 Eminent Domain Waivers, Exceptions and Variances. Currently, Mitch Gordon, Manager of the Zoning Division grants these waivers in Orange County. The appropriate municipal zoning official should be contacted for waivers, exceptions and/or variance in a municipality.
- (3) Change of access or circulation (Internal & external). Describe the access in the after condition including distances to U-turns, suggested routing for trucks, etc. Provide turning movement analysis as a separate report with drawings submitted directly to Public Works Right-of-Way Acquisition Section for approval. Describe and consider specialty type vehicles that may access the property for example, school buses, gasoline tanker trucks at gas stations, tow trucks, garbage trucks, and emergency vehicles. Describe access and circulation to buildings, such as, drive-through restaurants and banks, truck loading docks and bays, and dumpster access.
- (4) Parking lot design.
- (5) Drainage patterns. Evaluate the existing on-site drainage system after the acquisition and if necessary develop alternative drainage solutions. If there are issues with the site drainage, contact the Public Works Department, Engineering Division, Right-of-Way Acquisition Section so that an appropriate solution to the drainage issue can be implemented prior to the completion of the appraisal and negotiations for the purchase of the property.
- (6) Change in driveway grade, width, and radius: The Consultant shall analyze the proposed connection of the subject driveway to the proposed roadway. Discuss driveway provided by roadway construction plans including analysis of grade, width, radius, type of vehicular use, and any increased construction costs resulting from changes in road elevation or the construction of roadside swales. When such a connection shall require additional harmonizing or grading outside of the required right-of-way the Consultant shall provide a separate general contractor's bid estimate (harmonizing cure) for the cost of the work.



- (7) Potable water wells and on site sewage disposal systems. The Consultant will evaluate any changes to the well and septic systems due to the acquisition. The analysis should consider setbacks, separation distances, connection to public utilities and relocation of the potable water well and/or on-site sewage disposal system in accordance with County regulations and Health Department requirements. The Consultant shall develop a cure plan considering the above factors.
- (8) Change in site signage-location, size or height including setback and visibility in accordance with County regulations. On-premise signs, including outdoor advertising signs and monument signs, should be analyzed as to zoning regulations, any effect to the exposure, size, height or clearance of the sign in the after condition, and an area for the sign to be relocated and any impacts that may be caused by the relocation. A general contractor's bid to reconstruct signs to conform to current regulations must be provided.
- (9) Identify the probable length of time that will be required to implement any proposed cure and describe the possible impact of any down time on the owner.

**The Consultant shall discuss the feasibility and functional utility of the cure versus the property in the before condition.**

**It is the responsibility of the Consultant to coordinate any cure, which may affect the design or drainage of the roadway project with the Public Works Department, Engineering Division, Right-of-Way Acquisition Section.**

## **SKETCH REQUIREMENTS**

The Consultant is required to provide a before acquisition, after acquisition and remainder sketch. Cure sketches will be required when a cure is proposed. The following criteria should be met:

1. Parent tract, each part to be acquired and each remainder. If partial acquisition, cross hatch or shade each area to be acquired. A separate sketch of the remainder may be included. Provide one sketch of the entire parent tract with an aerial background (no break lines, may be at a different scale).
2. Aerial backgrounds are required for the before acquisition sketches and the sketches with the acquisition shown.
3. Sketches are to be provided electronically in AutoCAD on CD to the Public Works Department, Engineering Division, Right of Way Acquisition Section and as .pfd files to the Public Works Department, Engineering Division, Right of Way Acquisition Section, Real Estate Management Division and the project appraiser.
4. All sketches shall have the appropriate scale, line weights, shadings and layout to clearly show all details and not obscure any information.
5. All acquisition sketches shall have dimensions and areas of parent tracts, parcels and remainders from the right-of-way map, legal descriptions and sketches of description. Verify that all three match.
6. All sketches shall show improvements, including location, dimensions, distance to existing and new right-of-way line, all drives, number and layout of parking, and known location of septic tank(s) and drain fields.
7. Street or road name and Ingress/egress to parcel.
8. Other significant natural or manmade features.
9. Directional pointer (north arrow to top or right).
10. Location, size and user/type of any easements, whether affecting value or not.
11. The proposed site of any on-premise sign or other improvements to be relocated.
12. A floor plan sketch for each significant building showing exterior dimensions, general layout of interior including all entry/exit doors, other significant or affected features.
13. Include station locations on all sketches. Show roadway plan view with stationing on all sketches except the parent tract sketch and the before sketch.

**Show medians and distances to nearest U-turns or intersections for access.  
Stationing shall be legible.**

- 14. Include a legend.**
- 15. All information on sketches provided shall clearly and legibly shown.**
- 16. Sample sketches will be provided during the negotiations for the contract.**

**CONSENT AGENDA ITEM  
#20**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

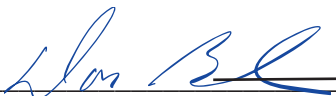
FROM: Aneth Williams *Aneth Williams*  
Director of Procurement


DATE: July 16, 2020

SUBJECT: Approval of ProShot Concrete, Inc. as a Subcontractor for Infrastructure Corporation of America (ICA) for SR 429/SR 414 Roadway and Bridge Maintenance Services  
Contract No. 001152

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Board approval of ProShot Concrete, Inc. as a subcontractor to ICA to perform bridge repair is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:   
Don Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**  
**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant/Contractor: DBi Services / Infrastructure Company of America, LLC Date: June 10, 2020

CFX Contract Name: SR 429/SR 414 Roadway and Bridge Maintenance CFX Contract No.: 001152

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: ProShot Concrete, Inc (formerly Coastal Marine Construction, Inc.)

Address: 4158 Musgrove Dr, Florence AL 35630

Phone No.: 256-764-5941

Federal Employee ID No.: 20-5269497


Description of Services to Be Sublet: Bridge Repair

Estimated Beginning Date of Sublet Services: July 1, 2017 6/10/20 

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services\*: \$450,000.00  
\*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant/Contractor hereby certifies that the proposed subconsultant/subcontractor has been advised of, and agrees to, the terms and conditions in the Consultant's/Contractor's Contract with CFX that are applicable to the subconsultant/subcontractor and the services to be sublet:

Requested By:   
(Signature of Consultant/Contractor Representative)  
Project Manager  
Title

Recommended by:   
(Signature of Appropriate CFX Director/Manager)

Date: Jun 12, 2020

Approved by: Glenn Pressimone  
Glenn Pressimone (Jun 12, 2020 15:57 EDT)  
(Signature of Appropriate Services Chief)

Date: Jun 12, 2020

**Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.**

**CONSENT AGENDA ITEM  
#21**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 28, 2020

SUBJECT: Approval of Supplemental Agreement No. 5 with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance Services  
Contract No. 001322


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Board approval of Supplemental Agreement No. 5 with Control Specialists in a not-to-exceed amount of \$90,000 is requested. The original contract was for three years with two one-year renewals.

The service to be performed under this supplemental is installation of Phase II of the temporary signals at Boggy Creek Road.

|                              |                     |
|------------------------------|---------------------|
| 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                | \$200,000.00        |
| Supplemental Agreement No. 4 | \$ 45,000.00        |
| Supplemental Agreement No. 5 | <u>\$ 90,000.00</u> |
| Total                        | \$873,242.00        |

This contract is included in the OM&A Budget.

Reviewed by:   
Don Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE



CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Traffic Signal Maintenance Services  
Contract No. 001322  
Supplemental Agreement No. 5

This Supplemental Agreement No. 4 entered into this 13th day of August 2020, 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, 2, 3 and 4 for traffic signal maintenance services (hereinafter “the Contract”).

RECITALS

WHEREAS, CFX wishes to expand the scope and supplement the contract by \$90,000.00 which includes \$6,745.00 contingency funds, for Phase II of the temporary signals at Boggy Creek Road and

NOW, THEREFORE, the parties agree to expanding the scope and supplementing the Contract for Phase II of the temporary signals at Boggy Creek Road as outlined in the attached quote dated June 18, 2020.

CONTRACTOR will continue to perform all 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.

[ SIGNATURES TO FOLLOW ]

SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Traffic Signal Maintenance Services

Contract No. 001322

Amount of Changes to this document: \$90,000.00

IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplement Agreement No. 5 on behalf of the parties on the date below.

**APPROVED BY:**

**TRAFFIC ENGINEERING AND  
MANAGEMENT, LLC, d/b/a  
CONTROL SPECIALISTS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (Seal)

Date: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_

Aneth Williams  
Director of Procurement

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 4**

**Contract Name: Traffic Signal Maintenance Services  
Contract No. 001322  
Supplemental Agreement No. 4**

**This Supplemental Agreement No. 4 entered into this 19th day of June, 2020, 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, 2 and 3 for traffic signal maintenance services (hereinafter “the Contract”).**

**RECITALS**

**WHEREAS, CFX wishes to supplement the contract by \$45,000.00 for Phase I of the emergency signal repair at SR 417 / Boggy Creek Road, and other repair items and**

**NOW, THEREFORE, the parties agree to supplement the Contract by adding the additional funding for Phase I of the emergency signal repair at SR 417 / Boggy Creek Road, and other repair items.**

**CONTRACTOR will continue to perform all 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. 4

Contract Name: Traffic Signal Maintenance Services


Contract No. 001322

Amount of Changes to this document: \$45,000.00

IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplement Agreement No. 4 on behalf of the parties on the date below.

APPROVED BY:

TRAFFIC ENGINEERING AND  
MANAGEMENT, LLC, d/b/a  
CONTROL SPECIALISTS

By: 

Print Name: W. Bruce D'Onofrio

Title: CEO

Attest:  (Seal)

Date: 06/22/2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams  
Date: 2020.07.12 06:59:46 -04'00'  
Director of Procurement

Approved as to form for execution  
for reliance by CFX only.  
Diego "Woody" Rodriguez Digitally signed by Diego  
Rodriguez "Woody" Rodriguez  
Date: 2020.07.11  
12:14:01 -04'00'  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001322**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14<sup>th</sup> day of May 2020, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Traffic Engineering and Management, LLC dba Control Specialists, 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 1<sup>st</sup> day of August 2020 and ending the 31<sup>st</sup> 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

BY:

  
Authorized Signature

Title: CEO


CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY

BY:

Aneth Williams Digitally signed by Aneth Williams  
Date: 2020.07.24 09:02:21 -04'00'

Director of Procurement

ATTEST:

  
Asst. Secretary or Notary

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_

Witness (2) \_\_\_\_\_

Legal Approval as to Form

Diego "Woody" Digitally signed by Diego  
"Woody" Rodriguez  
Date: 2020.07.24 08:42:27  
0000  
Rodriguez  
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**

'19 JUN 11 AM 10:36

This Supplemental Agreement No. 3 entered into this 22<sup>nd</sup> 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

19 JUN 11 AM 10:35

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.

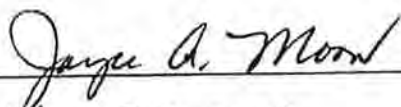
**APPROVED BY:**

**TRAFFIC ENGINEERING AND  
MANAGEMENT, LLC, d/b/a  
CONTROL SPECIALISTS**

By: 

Print Name: W. Bruce O'Donoghue

Title: CEO

Attest:  (Seal)

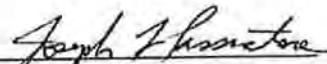
Date: May 28, 2019

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: 

Director of Procurement

Approved as to form for execution  
for reliance by CFX only.

  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 2**

**Contract Name: Traffic Signal Maintenance Services  
Contract No. 001322  
Supplemental Agreement No. 2**

**2017SEP 7 AM10:04**

**This Supplemental Agreement No. 2 entered into this 1<sup>st</sup> 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.**



SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Traffic Signal Maintenance Services


Contract No. 001322

Supplemental Agreement No. 2

Amount of Changes to this document: \$0.00

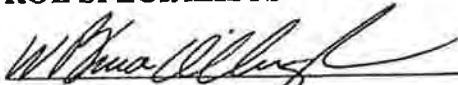
This Supplemental Agreement No. 2 entered into as of the day and year first written above.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**


By:   
Director of Procurement

Date: 9/13/17

**TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a  
CONTROL SPECIALISTS**

By: 

Title: Business Manager


Attest:  (Seal)

Date: 8/31/17



*W. Bruce O'Donoghue, to me known personally.*

Approved as to form and execution, only:

  
General Counsel for CFX

\*\*\*\*\*DO NOT WRITE BELOW THIS LINE\*\*\*\*\*

The "ISSUANCE" accumulative total for items B, C and E are compiled from the sum of all Change Orders and Supplemental Agreements executed or in progress at time of issuance. The "EXECUTION" accumulative totals will reflect the chronological placement of this Supplemental Agreement No. 2 at the time of execution by CFX. A completed original will be forwarded to all parties hereto.

| FOR CFX USE ONLY                           | ISSUANCE             | EXECUTION |
|--|----------------------|-----------|
| A. Net Amount of Changes in this document: | \$ <u>0.00</u>       | \$ _____  |
| B. Amount of Changes previously ordered:   | \$ <u>0.00</u>       | \$ _____  |
| C. Net Amount of Changes to date:          | \$ <u>0.00</u>       | \$ _____  |
| D. Original Contract Amount:               | \$ <u>500,00.00</u>  | \$ _____  |
| E. Revised Contract Amount:                | \$ <u>500,000.00</u> | \$ _____  |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1

2017 SEP 7 AM 10:03

Contract Name: Traffic Signal Maintenance Services  
Contract No. 001322  
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 31<sup>st</sup> 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 renewed extended at the expiration of the initial term for two-one-year renewal periods 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",~~ as Exhibit "B", 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: *Will*  
Director of Procurement

Date: 9/13/17

TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

By: *W. Bruce O'Donoghue*  
Title: Business Manager

Attest: *Joyce A. Moon* (Seal)  
Date: 8/31/17



*W. Bruce O'Donoghue, to me known personally.*

Approved as to form and execution, only:

*Joseph Hossington*  
General Counsel for CFX

\*\*\*\*\*DO NOT WRITE BELOW THIS LINE\*\*\*\*\*

The "ISSUANCE" accumulative total for items B, C and E are compiled from the sum of all Change Orders and Supplemental Agreements executed or in progress at time of issuance. The "EXECUTION" accumulative totals will reflect the chronological placement of this Supplemental Agreement No. 1 at the time of execution by CFX. A completed original will be forwarded to all parties hereto.

| FOR CFX USE ONLY                           | ISSUANCE             | EXECUTION            |
|--|----------------------|----------------------|
| A. Net Amount of Changes in this document: | \$ <u>0.00</u>       | \$ <u>          </u> |
| B. Amount of Changes previously ordered:   | \$ <u>0.00</u>       | \$ <u>          </u> |
| C. Net Amount of Changes to date:          | \$ <u>0.00</u>       | \$ <u>          </u> |
| D. Original Contract Amount:               | \$ <u>500,00.00</u>  | \$ <u>          </u> |
| E. Revised Contract Amount:                | \$ <u>500,000.00</u> | \$ <u>          </u> |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
COOPERATIVE PURCHASE AGREEMENT  
CONTRACT NO. 001322**

This Agreement is made this 1st 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:**

**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 Contract. 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, employees, subcontractors, subsubcontractors, agents, entities, independent 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, e-mail: 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 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 CONTRACTOR, 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 Contractor 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 policies 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 policies 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. SEVERABILITY: 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.  
ASTECH 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.

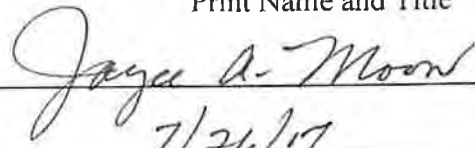
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board of Directors at its meeting on July 13, 2017.

**APPROVED BY:**

**TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a  
CONTROL SPECIALISTS**


By: 

W. Bruce O'Donoghue Business Manager  
Print Name and Title

Attest:  (Seal)

Date: 7/26/17

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Director of Procurement

Approved as to form and execution,  
for reliance by CFX only.


  
General Counsel for CFX

EXHIBIT "A"  
TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR CFX

| Location  | Maintainer | %    | Cost | R/W | Comments |
|---|------------|------|------|-----|----------|
| Narcoossee Road and SR 417 NB                     | CFX        | 100% |      | 417 | CFX      |
| Narcoossee Road and SR 417 SB                     | CFX        | 100% |      | 417 | CFX      |
| Narcoossee Road and SR 528 EB                     | CFX        | 100% |      | 528 | CFX      |
| Narcoossee Road and SR 528 WB                     | CFX        | 100% |      | 528 | CFX      |
| Dowden Road and SR 417 NB                         | CFX        | 100% |      | 417 | CFX      |
| Dowden Road and SR 417 SB                         | CFX        | 100% |      | 417 | CFX      |
| Conway Road and SR 528 WB off-ramp                | CFX        | 100% |      | 528 | CFX      |
| E Anderson/Lk Underhill/408                       | CFX        | 100% |      | 408 | CFX      |
| E South St/Lk Underhill/408WB                     | CFX        | 100% |      | 408 | CFX      |
| OBT/Carter St/EB 408                              | CFX        | 100% |      | 408 | CFX      |
| OBT/Long St/408 WB                                | CFX        | 100% |      | 408 | CFX      |
| E South St/WB 408/Roselind                        | CFX        | 100% |      | 408 | CFX      |
| SR 429/Plant St (nb off-ramp)                     | CFX        | 100% |      | 429 | CFX      |
| SR 429/Plant St (sb off-ramp)                     | CFX        | 100% |      | 429 | CFX      |
| SR 429/Winter Garden Vineland (nb off-ramp)       | CFX        | 100% |      | 429 | CFX      |
| SR 429/Winter Garden Vineland (sb off-ramp)       | CFX        | 100% |      | 429 | CFX      |
| SR 429/CR437A (nb off-ramp)                       | CFX        | 100% |      | 429 | CFX      |
| SR 429/CR437A (sb off-ramp)                       | CFX        | 100% |      | 429 | CFX      |
| Conway Road and SR 528 WB                         | CFX        | 100% |      | 528 | CFX      |
| SR 528 EB/Jetport Road and Tradeport Drive        | CFX        | 100% |      | 528 | CFX      |
| SR 408 and Chickasaw Trail EB off ramp            | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Chickasaw Trail WB off ramp            | CFX        | 100% |      | 408 | CFX      |
| SR 408 and CR 434 WB off ramp                     | CFX        | 100% |      | 408 | CFX      |
| SR 408 and CR 434 EB off ramp                     | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Dean Road EB off ramp                  | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Dean Road WB off ramp                  | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Good Homes Road EB off ramp            | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Good Homes Road WB off ramp            | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Hlawassee Road EB off ramp             | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Hlawassee Road WB off ramp             | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Rouse Road EB off ramp                 | CFX        | 100% |      | 408 | CFX      |
| SR 408 and Rouse Road WB off ramp                 | CFX        | 100% |      | 408 | CFX      |
| SR 414 and Hlawassee Road                         | CFX        | 100% |      | 414 | CFX      |
| SR 414 and Keene Road                             | CFX        | 100% |      | 414 | CFX      |
| SR 417 and Boggy Creek Road EB off ramp           | CFX        | 100% |      | 417 | CFX      |
| SR 417 and Boggy Creek Road WB off ramp           | CFX        | 100% |      | 417 | CFX      |
| SR 417 and John Young Parkway WB off ramp         | CFX        | 100% |      | 417 | CFX      |
| SR 417 and John Young Parkway EB off ramp         | CFX        | 100% |      | 417 | CFX      |
| SR 417 and Curry Ford Road EB off ramp            | CFX        | 100% |      | 417 | CFX      |
| SR 417 and Curry Ford Road WB off ramp            | CFX        | 100% |      | 417 | CFX      |
| SR 417 and World Center Parkway                   | CFX        | 100% |      | 417 | CFX      |
| SR 417 and Landstar Boulevard EB off ramp         | CFX        | 100% |      | 417 | CFX      |
| SR 417 and Landstar Boulevard WB off ramp         | CFX        | 100% |      | 417 | CFX      |
| SR 417 and Moss Park Road NB ramp                 | CFX        | 100% |      | 417 | CFX      |
| SR 417 and Moss Park Road SB ramp                 | CFX        | 100% |      | 417 | CFX      |
| Valencia College Lane and William C Coleman Drive | CFX        | 100% |      | 408 | CFX      |
| SR 417 and University Boulevard NB off ramp       | CFX        | 100% |      | 417 | CFX      |
| SR 417 and University Boulevard SB off ramp       | CFX        | 100% |      | 417 | CFX      |
| SR 429 and West Road NB off ramp                  | CFX        | 100% |      | 429 | CFX      |
| SR 429 and West Road SB off ramp                  | CFX        | 100% |      | 429 | CFX      |
| SR 429 and Connector Road/SR 414                  | CFX        | 100% |      | 429 | CFX      |
| SR 429 and Connector Road/Plymouth Sorrento Road  | CFX        | 100% |      | 429 | CFX      |

**EXHIBIT "C"**  
**TRAFFIC SIGNAL MAINTENANCE INSPECTION LIST**

Circle One

- |    |   |     |    |
|----|---|-----|----|
| 1. | <b>SIGNAL OPERATION:</b>  |     |    |
|    | a. Observed operation for one complete cycle                          | YES | NO |
| 2. | <b>INSPECT THE TRAFFIC SIGNAL ASSEMBLY: ( Look for the following)</b> |     |    |
|    | a. Bulbs and/or LED degradation                                       | YES | NO |
|    | b. Broken signal heads, visors, lens                                  | YES | NO |
|    | c. Broken or loose brackets   | YES | NO |
|    | d. Loose disconnect hanger and door                                   | YES | NO |
| 3. | <b>ELECTRIC SERVICE:</b>  |     |    |
|    | a. Conduit riser secure   | YES | NO |
|    | b. Meter/can "safe"   | YES | NO |
|    | c. Secure breaker cover   | YES | NO |
| 4. | <b>POLES:</b>   |     |    |
|    | a. Rake appearance OK   | YES | NO |
|    | b. Any visible breakage within pole                                   | YES | NO |
| 5. | <b>PEDESTRIAN SIGNALS:</b>  |     |    |
|    | a. Signal heads, lens, bulb broken or out                             | YES | NO |
|    | b. Sign OK  | YES | NO |
|    | c. Push button detector operational                                   | YES | NO |
| 6. | <b>CABINET AND BASE:</b>  |     |    |
|    | a. Secure and weather tight   | YES | NO |
|    | b. Any visible damage to cabinet or base                              | YES | NO |
| 7. | <b>CABINET INTERIOR:</b>  |     |    |
|    | a. Detectors tuned  | YES | NO |
|    | b. Random checked conflict monitor                                    | YES | NO |
|    | c. Observed flash condition, including police door                    | YES | NO |
|    | d. Observed controller operation                                      | YES | NO |
|    | e. Checked pre-empt if possible                                       | YES | NO |
|    | f. Checked time clock operation                                       | YES | NO |
|    | g. Cleaned cabinet interior   | YES | NO |
|    | h. Checked status of system (online/ offline)                         | YES | NO |
|    | i. Observed that cameras and camera system are working                | YES | NO |
| 8. | <b>SOLAR POWERED SIGNALS:</b>   |     |    |
|    | a. Checked security of panels   | YES | NO |
|    | b. Reviewed program of operation                                      | YES | NO |
|    | c. Observed operation   | YES | NO |
|    | d. Checked batteries  | YES | NO |

**EXHIBIT "D"**

**AGREEMENT FOR RENEWAL OF  
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This AGREEMENT FOR RENEWAL (the "Agreement"), effective as of the date it is last executed by the parties hereto and approved by the Winter Garden City Commission, is entered into between THE CITY OF WINTER GARDEN (the "Owner"), a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787, and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS, a Florida Limited Liability Company, whose address is 707 Nicolet Avenue, Suite 100, Winter Park, Florida 32789 (the "Contractor").

**RECITALS**

**WHEREAS**, in or around December, 2009, Owner and Contractor's predecessor-in-interest, Control Specialists Company, a Florida corporation, entered into that certain Traffic Signal Maintenance Agreement (the "2009 Agreement"), attached hereto as Schedule "A"; and

**WHEREAS**, the 2009 Agreement, whose initial term was one (1) year, was renewed by the parties in or around December, 2010, for a period of five years, in accordance with paragraph two (2) of the 2009 Agreement; and

**WHEREAS**, in or around the year 2013, as part of a business restructuring, that portion of Control Specialists Company's business operations related to traffic signal construction and maintenance was transferred to Contractor, who continues to do business under the name of "Control Specialists," and who has subsequently performed under the 2009 Agreement as successor-in-interest and/or agent of Control Specialists Company; and

**WHEREAS**, on or about February 17, 2014, Exhibit "A" to the 2009 Agreement, listing traffic signal intersections maintained under the contract, was updated to its current form by mutual consent of the parties; and

**WHEREAS**, on or about February 17, 2014, the parties agreed to an increase in compensation to reflect Contractor's increased costs, and modified the cost schedule attached to the 2009 Agreement as Exhibit "B" to its current form; and

**WHEREAS**, Owner and Contractor wish to renew the 2009 Agreement as modified by the terms herein agreed upon, subject to approval by the Winter Garden City Commission.

**NOW THEREFORE**, in consideration of the above recitals, the mutual promises herein contained and \$10 and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated as material provisions into this Agreement.

2. **RENEWAL.** All terms of the 2009 Agreement are hereby incorporated into this Agreement as if set forth in full herein, unless expressly modified or otherwise incompatible with the terms of this Agreement. In the event of any conflict between the 2009 Agreement and this Agreement, this Agreement shall control.

3. **TERM.** The last sentence of paragraph two (2) of the 2009 Agreement is deleted and replaced with the following:

The rates described in the Cost Schedule attached to the 2009 Agreement as Exhibit "A," 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.

4. **WHEN EFFECTIVE.** This Agreement shall have no effect unless and until it is approved by the Winter Garden City Commission and executed by the parties, whichever occurs last, at which time its initial term shall begin and the 2009 Agreement shall be completely terminated and replaced by this Agreement.

5. **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.

6. **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, sub-subcontractors, 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, employees, subcontractors, sub-subcontractors, agents, entities, independent 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date last executed and approved below.

**CITY OF WINTER GARDEN**

*Michael Bollhoefer*  
Michael Bollhoefer, City Manager

Aug. 27, 2015  
Date

Approved by the Winter Garden City Commission as of Aug 27, 2015, as attested by Kathy Golden, whose position is City Clerk.

*Kathy Golden*

**TRAFFIC ENGINEERING AND  
MANAGEMENT, LLC, d/b/a CONTROL  
SPECIALISTS**

*W. Bruce O'Donoghue*  
Signature

W. Bruce O'Donoghue  
Print Name

Business Manager  
Position

08-25-2015  
Date



## Schedule "A"

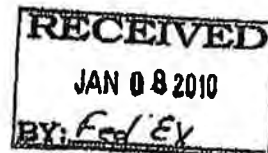
### CITY OF WINTER GARDEN TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 10th day of December, 2009 by and between the CITY OF WINTER GARDEN, hereinafter referred to as "OWNER", and CONTROL SPECIALISTS COMPANY, INC., hereinafter referred to as "CONTRACTOR".

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 The City of Winter Garden (attached).
  
2. **TERM.** This Agreement shall be for an initial term of one (1) year 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 extended at the expiration of the initial term for 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.

3. **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 the Owner's designated personnel, 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



**CONSENT AGENDA ITEM  
#22**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 21, 2020

SUBJECT: Approval of Second Contract Renewal with Rockhopper Services, Inc.  
for Systemwide Aquatic Vegetation Control Services  
Contract No. 001412

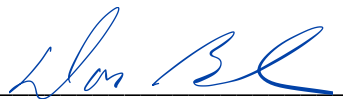
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Board approval is requested for the second renewal of the referenced contract with Rockhopper Services, Inc. in the amount of \$200,000.00 for one year beginning on October 6, 2020 and ending October 5, 2021. The original contract was for one year with four one-year renewals.

The service to be performed under this renewal is systemwide aquatic vegetation control.

|                   |                      |
|-------------------|----------------------|
| Original Contract | \$ 200,400.00        |
| First Renewal     | \$ 200,400.00        |
| Second Renewal    | <u>\$ 200,000.00</u> |
| Total             | \$ 600,800.00        |

This contract is budgeted in the OM&A Budget.

Reviewed by:   
Donald Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001412**

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and ROCKHOPPER SERVICES, INC., a Florida corporation, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Contractor entered into that certain Contract Agreement dated September 13, 2018, (collectively, the “Original Agreement”), with a Notice to Proceed date of October 6, 2018, whereby CFX retained the Contractor to perform systemwide aquatic vegetation control services; and

**WHEREAS**, pursuant to Article 7 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on October 6, 2020 and end on October 5, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$200,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**ROCKHOPPER SERVICES, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001412**

19 AUG 19 AM 11:27

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 8<sup>th</sup> day of August, 2019, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Rockhopper Services, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated September 13, 2018, whereby CFX retained the Contractor to perform services related to Systemwide Aquatic Vegetation Control Services; and

WHEREAS, pursuant to Article 7 of the Original Agreement, CFX and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 6<sup>th</sup> day of October, 2019 and ending the 5<sup>th</sup> day of October, 2020 at the cost of \$200,400.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending October 5, 2019, the Contractor shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 5, 2019.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

ROCKHOPPER SERVICES, INC.

BY: *Tom P. Allen*  
Authorized Signature

Title: President

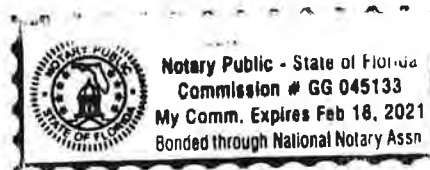
ATTEST: *General Woodhouse* (SEAL)  
Secretary or Notary

If Individual, furnish two witness:

Witness (1) \_\_\_\_\_  
Witness (2) \_\_\_\_\_

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *[Signature]*  
Director of Procurement



Legal Approval as to Form

*Linda Stelman* for  
General Counsel for CFX

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
ROCKHOPPER SERVICES, INC.**

**SYSTEMWIDE AQUATIC VEGETATION  
CONTROL SERVICES**

**CONTRACT NO. 001412**

**CONTRACT DATE: SEPTEMBER 13, 2018  
CONTRACT AMOUNT: \$200,400.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**CONTRACT, GENERAL SPECIFICATIONS,  
SCOPE OF SERVICES, PROPOSAL, ADDENDA, AND FORMS**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**CONTRACT, GENERAL SPECIFICATIONS,  
SCOPE OF SERVICES, PROPOSAL, ADDENDA, AND FORMS**

**FOR**

**SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES**

**CONTRACT NO. 001412**

**SEPTEMBER 2018**



## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>  | <u>Page</u>   |
|----------------|---|---------------|
| C              | CONTRACT  | C-1 to C-2    |
| GS             | GENERAL SPECIFICATIONS  | GS-1 to GS-22 |
|                | (See General Specification Table of Contents for listing of individual sections.) |               |
| TS             | SCOPE OF SERVICES   | SS-1 to SS-8  |
|                | (See Scope of Services Table of Contents for listing of individual sections.)     |               |
|                | Addendum No. 1  |               |
| P              | PROPOSAL  | P-1 to P-8    |
| VR             | VEHICLE REGISTRATION FORM   | VR-1 to VR-2  |
|                | Attachment No. 1 to Scope of Services   | 1 to 55       |

## CONTRACT

This Contract No. 001412 (the "Contract"), made this 13th day of September, 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Rockhopper Services, Inc., of 8940 Bunken Hill Road, Duette, Florida 34219, 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 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 Contract No. 001412, for Systemwide Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be one year with four (4) one-year renewal options or portions thereof. The Contract Amount is \$200,400.00. This Contract was awarded by the Governing Board of CFX at its meeting on September 13, 2018.

The Contract Documents consist of:

1. The Contract,
2. The Addenda (if any), modifying the Scope of Services, General Specifications or other Contract Documents,
3. The Scope of Services,
4. The General Specifications,
5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
6. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

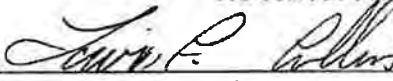
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

DATE: 10/11/18

ROCKHOPPER SERVICES, INC.

By:   
Signature

LEWIS F COLLINS  
Print Name

PRESIDENT  
Title

ATTEST:  Seal (Seal)

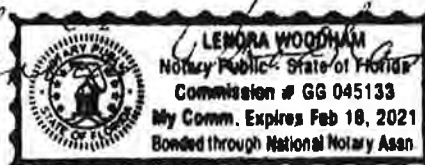
DATE: 9/20/2018

Approved as to form and execution, only.

General Counsel for CFX



State of Florida  
County of Manatee  
Notary: Lenora Woodham Oct. 5 2018



THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

**Table of Contents**

|      |   |    |
|------|---|----|
| 1.0  | SCOPE OF WORK .....   | 1  |
| 2.0  | CONTROL OF THE WORK .....                                   | 1  |
| 2.1  | CFX'S DIRECTOR OF MAINTENANCE.....                          | 1  |
| 2.2  | COORDINATION OF PLANS AND SPECIFICATIONS .....              | 1  |
| 2.3  | FINAL ACCEPTANCE AND CONTRACT CLOSEOUT .....                | 2  |
| 2.4  | OTHER WORK.....   | 2  |
| 3.0  | OTHER REQUIREMENTS.....                                     | 2  |
| 3.1  | GOVERNING LAW AND VENUE.....                                | 2  |
| 3.2  | PERMITS, NOTIFICATIONS AND FEES .....                       | 2  |
| 3.3  | HAZARDOUS OR TOXIC WASTE, POLLUTANTS .....                  | 3  |
| 3.4  | RESPONSIBILITY FOR DAMAGES .....                            | 4  |
| 3.5  | HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY ..... | 4  |
| 3.6  | INSURANCE .....   | 5  |
| 3.7  | SAFETY .....  | 8  |
| 3.8  | CONTRACTOR'S RESPONSIBILITY FOR WORK.....                   | 9  |
| 3.9  | AUDIT AND EXAMINATION OF RECORDS.....                       | 9  |
| 3.10 | SUSPENSION OF WORK .....                                    | 10 |
| 3.11 | DEFAULT AND TERMINATION .....                               | 11 |
| 3.12 | PREVAILING PARTY ATTORNEY'S FEES .....                      | 12 |
| 3.13 | BINDING ARBITRATION .....                                   | 13 |
| 3.14 | DOCUMENTED ALIENS.....                                      | 15 |
| 3.15 | EVERIFY CLAUSE .....  | 15 |
| 3.16 | INSPECTOR GENERAL.....                                      | 15 |
| 3.17 | COMPANIES PURSUANT TO FLORIDA STATUTE SECTION 287.135.....  | 15 |
| 3.18 | PUBLIC RECORDS .....  | 16 |
| 3.19 | CONVICTED VENDOR LIST .....                                 | 17 |
| 3.20 | DISCRIMINATORY VENDOR LIST.....                             | 17 |
| 3.21 | AVAILABILITY OF FUNDS .....                                 | 18 |
| 3.22 | ASSIGNMENT .....  | 18 |
| 3.23 | SEVERABILITY .....  | 18 |
| 3.24 | INTEGRATION.....  | 18 |
| 4.0  | PROSECUTION AND PROGRESS OF WORK.....                       | 18 |
| 4.1  | PREWORK CONFERENCE.....                                     | 18 |
| 4.2  | BEGINNING WORK .....  | 19 |
| 4.3  | STATUS OF WORK.....   | 19 |
| 4.4  | OPERATIONS .....  | 19 |
| 5.0  | PAYMENT AND BUDGET CONSIDERATIONS.....                      | 20 |
| 5.1  | SCOPE OF PAYMENT.....                                       | 20 |
| 5.2  | REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES.....       | 21 |
| 5.3  | CERTIFICATION OF PAYMENT TO SUBCONTRACTORS .....            | 21 |
| 5.4  | BUDGET LIMITATIONS .....                                    | 21 |
| 5.5  | INVOICES .....  | 22 |
| 5.6  | RENEWAL OPTION.....   | 22 |

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

**1.0 SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by CFX. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to CFX's Director of Maintenance or his designated representative.

**2.0 CONTROL OF THE WORK**

**2.1 CFX'S DIRECTOR OF MAINTENANCE**

All work shall be subject to review and acceptance by CFX's Director of Maintenance (or such other person designated by the Director of Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. CFX's Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "CFX" or "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the Landscape Supervisor or other individual or entity identified by CFX.

**2.2 COORDINATION OF PLANS AND SPECIFICATIONS**

The General Specifications, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

- 3. Scope of Services
- 4. General Specifications

**2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT**

CFX will make final payment to the Contractor after the Work is finally accepted by CFX's Director of Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished CFX with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by CFX for the completion of the Contract or release of the Work.

**2.4 OTHER WORK**

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

**3.0 OTHER REQUIREMENTS**

**3.1 GOVERNING LAW AND VENUE**

The Contract shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

The obligations in Section 3.1, Governing Law and Venue, shall survive the expiration or termination of the Contract and continue in full force and effect.

**3.2 PERMITS, NOTIFICATIONS AND FEES**

It shall be the Contractor's responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

The Contractor shall further be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract unit prices for the items of work in the Contract.

No work shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

The Contractor must provide a notarized affidavit to CFX that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

### 3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

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 CFX's Director of Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

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 Director of Maintenance.

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

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

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.

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.5 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 3.5, Hold Harmless and Indemnification, Sovereign Immunity shall survive the expiration or termination of this Agreement and continue in full force and effect.



THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

3.6 INSURANCE

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in sub articles 3.6.1 through 3.6.6 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

All insurance coverage required of the Contractor shall be primary and noncontributory over any insurance or self-insurance program carried by CFX.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

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.

**3.6.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability:**

| <b>Contract Amount</b> | <b>Workers' Comp/<br/>Employer's Liability</b> | <b>General Liability<br/>(per occurrence/ aggregate)</b> | <b>Automobile<br/>Liability</b> |
|------------------------|--|--|---------------------------------|
| 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                     |

**3.6.2 Worker's Compensation and Employer's Liability Insurance:** The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in sub article 3.6.1.

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.

**3.6.3 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 3.6.1.

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

**3.6.4 Comprehensive Automobile Liability Insurance:** The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in sub article 2.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

**3.6.5 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

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by sub article 3.6.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 3.6. 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, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

**3.6.6 Railroad Insurance:** When the Contractor performs Work on, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars (\$10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

**3.7 SAFETY**

- (1) With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of bidding) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.
- (2) The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

- (3) The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.
- (4) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or CFX approved equal. Mesh signs shall not be used for work zone signs.

### 3.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by CFX, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

### 3.9 AUDIT AND EXAMINATION OF 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 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 Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract. 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.

All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid or a bid proposal to CFX shall preserve all Bid Records used in determining and submitting the bid for a period of one month after CFX awards the Contract. The successful bidder (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, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by 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 a bidder 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 a bidder in determining a bid.

The obligations in Section 3.11, Audit and Examination of Records, shall survive the expiration or termination of the Contract and continue in full force and effect.

### 3.10 SUSPENSION OF WORK

CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

3.11 DEFAULT AND TERMINATION

- (1) CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of CFX requires such termination or suspension. In such circumstances, CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.
- (2) If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of CFX reasonably exercised, CFX may give notice of default in writing to the Contractor 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 take over the work covered by the Contract.

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 the Director of Maintenance 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

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

under the Contract, the Contractor shall be liable and shall pay CFX the amount of the excess.

If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with CFX's requirements, CFX may, but is not required to, permit the 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.

CFX shall have no liability for profits related to unfinished work on a Contract terminated for default.

3.12 PREVAILING PARTY ATTORNEY'S FEES

3.12.1 If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

3.12.2 In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the CFX, failing which the CFX will be deemed the prevailing party in such litigation.

3.12.3 For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the CFX (exclusive of interest, costs or expenses) on claims asserted by the CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor litigation (exclusive of interest, cost or expense).

3.12.4 The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the CFX by the Contractor (disputed by the CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. Contractor claims or portions thereof which the CFX agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the



THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

3.12.5 Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to the CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefor, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

3.12.6 The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.

3.12.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.

3.12.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

3.12.9 Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

### 3.13 BINDING ARBITRATION

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

#### 3.13.1 Procedure

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

3.14 DOCUMENTED ALIENS

The Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold the CFX harmless for any violations of the same. Furthermore, if the CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of this contract, the CFX may immediately and unilaterally terminate this contract for cause.

The obligations in Section 3.14, Documented Aliens, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.15 E-VERIFY CLAUSE

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractor shall require all of its subconsultants to verify the employment eligibility of all new employees hired by the subconsultants during the term of the contract.

3.16 INSPECTOR GENERAL

The Contractor agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in this paragraph shall survive the expiration or termination of this Agreement and continue in full force and effect.

The obligations in Section 3.16, Inspector General, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.17 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.

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

3.18 PUBLIC RECORDS

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).**

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

### 3.19 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.

### 3.20 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

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

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.

**3.21 AVAILABILITY OF FUNDS**

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Contract may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

**3.22 ASSIGNMENT**

This Contract may not be assigned without the written consent of CFX.

**3.23 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.

**3.24 INTEGRATION**

The contract documents as defined in the Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

**4.0 PROSECUTION AND PROGRESS OF WORK**

**4.1 PREWORK CONFERENCE**

The Director of Maintenance may call a prework conference prior to Contractor's commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

**THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

**GENERAL SPECIFICATIONS**

**4.2 BEGINNING WORK**

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

**4.3 STATUS OF WORK**

The Contractor shall keep CFX advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of CFX. CFX or Contractor may request and be granted a conference with the other party.

**4.4 OPERATIONS**

- (1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

**GENERAL SPECIFICATIONS**

- (2) No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day. When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency.
- (3) In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.
- (4) Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:
  - (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or
  - (ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

**5.0 PAYMENT AND BUDGET CONSIDERATIONS**

**5.1 SCOPE OF PAYMENT**

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.



THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412

GENERAL SPECIFICATIONS

**5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES**

If any defined action, duty or service or part required by the Contract or a Work Document 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 or part 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 such time as the work is determined to be acceptable.

**5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS**

The Florida Transportation Code, Section 337.11, subsection 8, requires that, prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the contract have received their pro rata share of previous progress payments from the prime 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 that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, 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.

**5.4 BUDGET LIMITATIONS**

The Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by the Director of Maintenance. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

**THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

**GENERAL SPECIFICATIONS**

**5.5 INVOICES**

Invoices for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

**5.6 RENEWAL OPTION**

The Contract has a renewal option. Renewals will be on an annual basis not to exceed four (4) one-year renewals, or for a period no longer than the term of the original Contract, whichever period is longer; subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original Contract. Exercise of the renewal option will be made at the discretion and election of CFX. However, if the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that CFX's unilateral exercise of renewal would be inequitable, then the Contractor may terminate the renewal. If the Contractor elects to terminate the renewal it must do so within five (5) days of the renewal exercise.

**END OF SECTION**

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

Table of Contents

|     |   |   |
|-----|---|---|
| 1.0 | PROJECT SCOPE .....                         | 1 |
| 2.0 | GENERAL REQUIREMENTS .....                  | 1 |
| 3.0 | MAINTENANCE OPERATIONS AND PROCEDURES.....  | 3 |
| 4.0 | CHEMICAL APPLICATIONS .....                 | 5 |
| 5.0 | AQUATIC VEGETATION CONTROL.....             | 6 |
| 6.0 | LITTER REMOVAL.....                         | 7 |
| 7.0 | GRASS CARP OUTFALL BARRIER MAINTENANCE..... | 8 |
| 8.0 | WORK ORDER ALLOWANCE.....                   | 8 |
| 9.0 | ATTACHMENT.....                             | 8 |

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

**1.0 PROJECT SCOPE**

The intent of the work is to keep all of the waterways identified in Attachment No. 1 free of vegetation at all times. There are currently one hundred and eighty-five (185) retention ponds located within the limits of the Project. The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of aquatic herbicide applications to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida Greene Way), S.R. 528 (Beach Line Expressway), S.R. 429 (Daniel Webster Expressway), and S.R. 414 (John Land Expressway) as identified in the Aquatic Vegetation Control Reference Maps (Attachment No. 1) attached to this Scope of Services. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform three (3) aquatic herbicide applications and follow up applications as necessary to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. The Contractor shall also provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of litter collection and removal from all retention ponds located within the limits of the Project. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform eight (8) cycles of maintenance to previously installed grass carp barriers at pond control structures in ponds as specified in the Scope of Services section 7.0.

**2.0 GENERAL REQUIREMENTS**

**2.1 Contractor's Personnel, Subcontractors and Subconsultants**

2.1.1 Contractor shall possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and shall retain the license during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll at the time of bid submittal.

2.1.2 Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise, and experience in the maintenance areas or disciplines described herein and in the maintenance specifications.

2.1.3 The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mix-loaders and Field Workers –

(1) Each licensed applicator shall provide to each unlicensed applicator or mix-loader working under his or her direct supervision adequate instruction and training so that

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

the applicator or mix-loader understands the safety procedures required the pesticides that will be used. The applicator or mix-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mix-loaders at any given time.

(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the worker's direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.

- 2.1.4 The Contractor shall provide sufficient qualified manpower as necessary to perform the Contract specified tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the CFX Landscape Architect and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor must be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract, shall be proved at no additional cost to the CFX.
- 2.1.5 The Contractor shall designate a project manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact between the CFX and the Contractor. This individual shall maintain a means of being contacted by the CFX's Landscape Architect (cell phone). The Contractor's project manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be on-site during the performance of the Contract specified tasks.
- 2.1.6 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the CFX's Landscape Architect and approved in writing by the CFX.

**3.0 MAINTENANCE OPERATIONS AND PROCEDURES**

**3.1 Operation Procedures**

- 3.1.1 Prior to the performance of the initial waterway maintenance cycle, the Contractor shall meet with the CFX's Landscape Architect to confirm the limits of work, review the Contract documents, and answer any questions as necessary.
- 3.1.2 The CFX's Landscape Architect will forward a set of keys to the Contractor to allow access to ponds which may be within fenced in right of way areas. Gates unlocked and opened by the Contractor in order to gain access to ponds to be treated shall be closed and locked upon completion of work. The Contractor shall return the set of keys at the completion of the Contract.
- 3.1.3 There are several mitigation ponds located in CFX right of way that are not listed in the Aquatic Vegetation Control Reference Maps (Attachment No. 1), attached to this Scope of Services and are not maintained under this Contract. The mitigation ponds are typically enclosed by chain link fencing with identifying signage.
- 3.1.4 The Contractor shall perform the waterway maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the CFX's Landscape Architect of its intentions at least 48 hours prior to the date of the intended work. The Contractor shall also provide the Landscape Architect with the name and contact cell phone number of the individual who will be supervising the work if the Contractor's project manager does not intend to be on-site.

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

- 3.1.5 One week prior to the beginning of each maintenance cycle, the Contractor shall submit to the CFX's Landscape Architect, via email, a proposed maintenance schedule listing the dates and locations where maintenance activities shall occur. The Contractor shall promptly notify the CFX Landscape Architect of any changes to the forwarded schedule. No chemical applications shall be performed without prior notification given to the Landscape Architect.
- 3.1.6 The following roadside operational safety procedures must be adhered to at all times by Contractor and Subcontractor personnel:
- a. Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices shall comply with the FDOT Design Standards Drawing No. 600 series as a minimum requirement. In addition, CFX requires that any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.
  - b. Flashing amber lights on top of vehicles operating on roadside shoulder must be on and visible at all times while stationary or moving below the minimum speed limit.
  - c. Vehicles operating on the roadside shoulder must be located a minimum of 2' from the travel lane. Vehicles shall be located outside of the clear zone were ever possible (see FDOT Design Standards Drawing No. 700 for conditions and distances).
  - d. No equipment shall be parked on the CFX's right-of-way overnight.
  - e. No equipment shall be parked in the median regardless of the width of the median.
  - f. U- turns shall not be performed across medians (including median turn lanes signed for Emergency Vehicle Use Only, at toll plazas, or under overpasses. Vehicles must use interchanges for such purposes.
  - g. Vehicles and equipment are prohibited from operating on CFX roadside shoulders during peak traffic hours (prior to 9:15 a.m. and after 3:30 p.m.). During peak traffic hours, no equipment shall be located on any median or on any roadside shoulder.

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

- 3.1.7 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced, and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms.
- 3.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees shall wear safety vests that meet current FDOT standards at all times while working on CFX ROW. In addition, a list of such employees shall be provided to the CFX prior to beginning work under the Contract.
- 3.1.9 The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable, such as gloves, safety goggles, and respirators.

**4.0 CHEMICAL APPLICATIONS**

- 4.1 The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein.
- 4.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida for aquatic applications. Prior to the first use of a product on the Expressway system, the Contractor shall submit to the CFX's Landscape Architect for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).
- 4.3 The Contractor shall use equipment specifically designed for commercial application of herbicides. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the CFX's Landscape Architect.



**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

- 4.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the CFX and its representatives for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.
- 4.5 The Contractor shall complete a daily Pesticide Application Record (form template provided by the CFX's Landscape Architect) reporting the herbicide application activities performed and submit the forms with each invoice. The forms must be thoroughly and accurately filled out prior to submittal.
- 4.6 The Contractor shall prevent over spray of herbicides from damaging adjacent desirable turf, shrubs, and trees. Over spray contact with the public, their property or pets shall be strictly avoided. The Contractor shall be solely responsible for any damages resulting from his actions or the actions of his subcontractors or sub-consultants.

**5.0 AQUATIC VEGETATION CONTROL**

- 5.1 The Contractor shall perform eight (8) aquatic herbicide application cycles (March, April, May, June, July, August, September, and November), unless directed otherwise by the CFX's Landscape Architect, to control all emergent vegetation and floating vegetation (including Filamentous Algae, Salvinia, and Duckweed) located within the ponds indicated in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). Treat all vegetation located within each water body up to the high water line. Dying biomass may remain in place.
- 5.2 The Contractor shall notify the CFX's Landscape Architect upon completion of each cycle. The CFX Landscape Architect may perform an inspection within five (5) to seven (7) days of completion. The CFX Landscape Architect shall notify the Contractor of any areas that were missed or need to be re-treated for satisfactory control. Upon notification, the Contractor shall promptly re-treat areas identified by the CFX Landscape Architect. The Contractor shall notify the CFX Landscape Architect upon completion of any directed re-treatment.
- 5.3 No copper-based products are to be used during any application performed as part of this Contract.
- 5.4 The Contractor shall perform three (3) aquatic herbicide application cycles (April, June, and August), unless directed otherwise by the CFX's Landscape Architect, to control all submerged aquatic vegetation, including hydrilla in all ponds that exhibit submersed vegetation growth. Perform follow up applications as necessary for

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

control. The CFX's Landscape Architect shall inspect the treated ponds four (4) to five (5) weeks following the completion of the final application to determine if a sufficient kill was achieved. Any additional herbicide application required at that time will be performed by the Contractor at no additional cost to the CFX.

- 5.5 The application cycle for the system shall be completed within 21 calendar days after the start of the cycle. Each cycle shall be completed in its entirety before beginning any subsequent cycle.

**6.0 LITTER REMOVAL**

- 6.1 The Contractor shall perform eight (8) cycles of litter removal in conjunction with the required eight (8) cycles of aquatic herbicide applications to control emergent and floating aquatic and wetland vegetation. The Contractor shall remove all non-hazardous items floating or partially submerged within the waterways maintained under this Contract. Litter shall include but not be limited to glass, cans, plastic and paper products, palm fronds, etc. The Contractor shall remove all litter located along pond edges below the highwater line. Dying biomass of existing vegetation as a result of the performance of Contract directed aquatic herbicide applications may remain in place.
- 6.2 All collected litter shall be removed daily. No collected litter is to be left on the project property overnight.
- 6.3 Upon receipt of notification of the completion of each litter removal cycle, the CFX's Landscape Architect will inspect the waterways and notify the Contractor of any areas that are found to be incomplete and require additional litter removal. The Contractor may notify the CFX Landscape Architect of the completion of a litter removal cycle completed on individual roadways, so that inspections may be performed promptly before additional litter collects in the cleaned ponds on that roadway.
- 6.4 The Contractor shall not be required to remove any litter that occurs in the designated waterways after the CFX's Landscape Architect has inspected and approved the previous litter removal cycle.
- 6.5 The Contractor shall perform additional litter removal operations as directed by the CFX's Landscape Architect in addition to the eight (8) Contract directed cycles if deemed necessary. This additional work shall be paid for out of the Work Order Allowance at an agreed upon hourly rate.

**SCOPE OF SERVICES  
SYSTEMWIDE AQUATIC VEGETATION CONTROL SERVICES  
CONTRACT NO. 001412**

**7.0 GRASS CARP OUTFALL BARRIER MAINTENANCE**

- 7.1 In an effort to reduce the environmental impact as well as the cost of a herbicide-only submerged aquatic vegetation maintenance program, the CFX has begun preparing the retention ponds on the CFX system for the stocking of triploid grass carp. No carp have been installed in the CFX ponds to date. In preparation for future carp stocking, Florida Game and Fresh Water Fish Commission approved outfall barriers have been installed in one hundred and forty-eight (148) retention ponds located within the limits of the project. The existing barriers are required to prevent carp from escaping into the surrounding environment. The barriers must be periodically cleaned to remove vegetation and debris from obstructing the waterflow through them.
- 7.2 The Contractor shall inspect all one hundred and forty-eight (148) installed carp barriers throughout the limits of the project during each emergent herbicide application cycle. Any barriers found to have any vegetation or debris obstructing all or partial flow of water through them shall be thoroughly cleaned and the removed vegetation or debris shall be collected and disposed of off-site.
- 7.3 The Contractor shall also inspect the existing carp barriers during each emergent herbicide application cycle to identify any damage, looseness in the mounting, or evidence of structural failure. Any deficiencies and their location shall be noted in the monthly application reports submitted to the CFX Landscape Architect. Repairs to the structures may be performed by the Contractor as directed by the CFX Landscape Architect and paid for out of the Work Order Allowance.

**8.0 WORK ORDER ALLOWANCE**

The CFX has established a work order allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated following new construction areas. Payment will be made to the Contractor from the Work Order Allowance for additional work activities authorized and accepted by the CFX's Landscape Architect. Any amount remaining in the allowance upon completion and acceptance of the project remains the property of CFX.

**9.0 ATTACHMENT**

No. 1 - Aquatic Vegetation Control Reference Maps

END OF SECTION

**CONSENT AGENDA ITEM  
#23**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 21, 2020

SUBJECT: Approval of Second Contract Renewal with Chavez's Lawn Services, Inc. for Mowing and Landscaping Services of the Poinciana Parkway Contract No. 001538

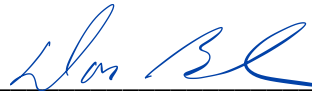
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Board approval is requested for the second renewal of the referenced contract with Chavez's Lawn Services, Inc. in the amount of \$250,000.00 for one year beginning on October 1, 2020 and ending September 30, 2021. The original contract was for three years with two one-year renewals.

The service to be performed under this renewal is mowing and landscaping.

|                   |                      |
|-------------------|----------------------|
| Original Contract | \$ 637,065.00        |
| First Renewal     | \$ 247,000.00        |
| Second Renewal    | <u>\$ 250,000.00</u> |
| Total             | \$1,134,065.00       |

This contract is budgeted in the OM&A Budget.

Reviewed by:   
Donald Budnovich, PE  
Director of Maintenance

  
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 2 AGREEMENT  
CONTRACT NO. 001538**

**THIS CONTRACT RENEWAL NO. 2 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and CHAVEZ’S LAWN SERVICES, INC., a Florida corporation, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, on December 31, 2018, Osceola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment #1 on December 16, 2016 ("Amendment") (references to the “Original Agreement as Amended”)

**WHEREAS**, CFX and the Contractor entered into that certain Contract Agreement dated April 1, 2019 as amended or supplemented by that certain First Renewal on September 6, 2019 (collectively, the “Initial CFX Contract”), whereby CFX retained the Contractor to perform Mowing and Landscaping Services along the Poinciana Parkway.

**WHEREAS**, the Parties seek to renew the Initial CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on October 1, 2020 and end on September 30, 2020 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement attached hereto and incorporated herein by reference, in an amount up to \$250,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

5. **Counterpart and Electronic Signatures.** This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**CHAVEZ'S LAWN SERVICES, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**AGREEMENT FOR MOWING AND LANDSCAPING SERVICES  
ALONG THE POINCIANA PARKWAY**

**CFX CONTRACT NO. 001538  
(First Renewal)**

This Agreement is made and entered this 6 day of September 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" or "Authority", and CHAVEZ'S LAWN SERVICES, INC., a Florida corporation, registered and authorized to conduct business in the State of Florida, whose principal address is 950 S. Hoagland Blvd., Kissimmee, FL 34741, with a mailing address of P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter "CONTRACTOR." CFX and Contractor shall be jointly referred to as the "Parties" or individually referred to as the "Party."

**RECITALS:**

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System;

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);"

WHEREAS, on December 31, 2018, Osceola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment #1 on December 16, 2016 ("Amendment") (references to the Original Agreement with the Amendment shall be referred to as "Original Agreement as Amended");

WHEREAS, on or about April 1, 2019, the parties entered into CFX Contract No. 001538 for Moving and Landscaping Services Along the Poinciana Parkway ("Initial CFX Contract");

WHEREAS, the Parties seek to renew the Initial CFX Contract for one additional year with the option of renewing one additional year with the same services, compensation, and terms;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to renew the Initial CFX Contract as further described herein.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and CONTRACTOR agree to renew the Initial CFX Contract as follows:

1. Recitals. The recitals are true and incorporated as terms.



2. Term. The term of this Agreement shall begin on October 1, 2019\_ and continue through September 30, 2020. CFX has the option to renew this Agreement for one additional year with the same services, compensation, and terms, and this Agreement may be extended when in the best interest of CFX.

3. Scope of Services. The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

4. Compensation.

A. The amount to be paid under this Agreement for services rendered will not exceed Two Hundred Forty-Seven Thousand Three Hundred Fifty-Five and 00/100 Dollars (**\$247,355.00**) in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by CFX. In its sole discretion, CFX reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event CFX is not satisfied with the services provided by the CONTRACTOR, CFX will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

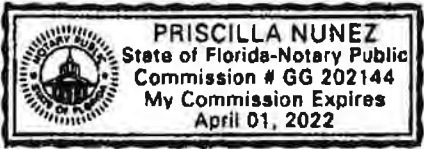
5. The terms and conditions listed in in **Exhibit "C,"** which were part of the Initial CFX Contract, are incorporated by reference as though set forth fully herein.

[ SIGNATURE PAGE TO FOLLOW ]

IN WITNESS WHEREOF, the Parties evidence their agreement through the execution of this Agreement by their duly authorized signatures.

**“CONTRACTOR”**

**CHAVEZ’S LAWN SERVICES, INC.**



By: [Signature]

Print Name: Adrian P. Chavez

Title: Operations manager

Date: 9/23/19

(Seal)

ATTEST: [Signature]

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: [Signature]  
Director of Procurement

Print Name: Aneeth Williams

Date: 9/6/19

Approved as to form for execution by CFX only.

[Signature]  
General Counsel for the CFX

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- A. Scope of Work.**  
Provide all supervision, labor, equipment, materials and fuel to perform mowing maintenance as indicated in this statement of work. The work in this section consists of large tractor mowing, small machine mowing, edging, litter removal, blowing, weed eating, or hand mowing and cleaning of inlets and outlets of retention / detention areas and drainage systems.
- B. Project Boundaries.**  
1. **Poinciana Parkway:** Service area begins at the intersection of 17-92 east to the intersection of Cypress Parkway, approximately 8.55 miles to include the mowing of nine (9) retention ponds.  
2. **Additional Areas:**  
a) Marigold Avenue from the bridge deck east approximately 600 ft. to E. Bourne Road entire right of way.  
b) Koa Avenue from the bridge deck east approximately 300ft entire right of way.  
c) Large bridge access road. This area will need to be cut once per month.
- C. Areas of Concern.**  
Drainage ditches and overpasses with steep slopes will require extensive amounts of hand work or the use of specialized slope mowing equipment. Poinciana Parkway is a toll road and toll fees will need to be considered in your bid pricing.
- D. Fence Lines.**  
Fencing runs along both sides of the entire project and around all the retention ponds. Fence lines will require spraying monthly to control weed growth.
- E. Estimated Quantities.**  
The estimated number of cycles for this bid is 22 mowing cycles and 12 fence line spraying cycles annually.
- F. Edging.**  
Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following: sidewalks, paved approaches, drainage structures and curbs, to maintain these areas in an attractive and manicured condition. Edging encompasses the removal of growth mechanically and manually. Note: Areas specified for edging shall not be treated with herbicide. Edging shall accompany mowing.  
  
The edging of sidewalks, paved approaches, and curbs shall create a distinct void, approximately one half (1/2) inch horizontally between the structure and the turf. String trimmer shall not be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged.  
  
Upon completion of edging by the Contractor, no growth, sand or debris shall touch any of the structures designated for edging. All sand and debris shall be removed, by the Contractor, from the areas designated for edging. The cost of edging and removal and disposal of debris shall be included in the contract cycle cost.
- G. Inlet and Outlets Structures.**  
Inlet and outlet structures, for the purposes of this document, are defined as, but not limited to, drainage pipes, culverts, control structures, energy dissipaters, sloughs, spill

ways, canals, flues, flumes, or any other drainage systems specifically designed to force water flow into a retention/detention area and to drain water from it.

**H. Mowing.**

All grass shall be cut to a uniform height of 4 inches +/- one half inch. All areas that cannot be mowed using a large tractor or large mower shall be mowed with a small power mower, however, in areas determined to be totally inaccessible to any type of mower, weed eaters, grass or string trimmer, or brush cutters will be used to cut these areas in accordance to the specifications of this contract. Vendors will take every opportunity and any and all precautions to prevent scalping or shaving the grass covered areas while mowing any of these areas. All grass clippings will be removed from all sidewalk and curb areas by use of a power blower prior to leaving the work site.

**I. String Trimmers and Brush Cutters.**

Weed, grass, and brush trimmers are to be used to cut in areas totally inaccessible to mowing equipment. Inaccessible areas include, but are not limited to, inlet and outlet structures, base of walls and fencing, tree rings, irrigation heads and systems, curbs, walkways, lighting and light poles, telephone switch boxes and poles, power transformers, steep slopes and signs in order to meet with the requirements of this contract. However, no shaving or scalping of the grass surface is allowed. Trimming shall accompany mowing.

**J. Fence Line Weed Control.**

Fence Lines are to be sprayed monthly to eliminate any and all vegetation growth. Fence line spray pattern shall not exceed 6" on either side of the fence line. Fence line spraying is a separate pay item in the bid tab. Twelve (12) Fence line spraying cycles annually.

**K. For Crack Weed Control.**

The Herbicide Treatment shall be only for the treatment of all expansion joints and cracks located on sidewalks, curbs, concrete medians and paved approaches.

The Authority Project Manager will determine areas approved for herbicide treatment. All herbicides used shall be Round Up or equivalent, applied in conformance with the manufacturer's instructions. The cost of the application of herbicide to these areas shall be included in the biweekly contract cost.

1. Upon completion of herbicide treatment by the Contractor, no growth shall remain on any of the areas designated to be treated.
2. All dead vegetation shall be removed from all areas sprayed, including sidewalk expansion joints, curbs, gutters, and concrete medians, etc. The cost of the removal and disposal of all vegetation shall be included in the contract cost.
3. Herbicide Limitation of Operation: The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. The Contractor at his/her expense will replace plants, grass and trees damaged by the improper use of herbicides. Replacements will be the same size and type of those damaged.
4. Herbicide Quality: If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the Osceola County Expressway Authority.

**L. Retention Areas.**

All retention areas shall be mowed from fence lines to water's edge. All inlet and outlet structures are to be trimmed and kept free of vegetation. Trash that has collected in or at the water's edge will be the responsibility of the Contractor to remove. Retention Ponds

*are to remain locked at all times. Combinations to the locks shall be provided at award of contract.*

- M. **Litter & Debris Removal.**  
***Litter and debris shall be removed from site each visit.*** All litter and debris are to be removed prior to and upon completion of all services. Litter and debris removal includes the pickup, removal and disposal from all areas included in contract. Litter and debris shall include, by way of example but not limited to bottles, glass, cans, wood, paper scrapes, branches and any and all other materials which will give the property an objectionable appearance. It is understood that the Contractor shall remove any litter and debris prior to mowing that can be torn, ripped scattered or further subdivided by the mowers. The cost of litter and debris removal and disposal shall be included in the biweekly contract price.
- N. **Mowing Supervisor.**  
The Contractor shall provide an individual who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the supervisor is unavailable shall be designated in writing to Procurement Services.
- O. **Authority.**  
The mowing supervisor or alternate shall have full authority to act for the Contractor on all matters relating to daily operation of this contract.
- P. **Availability.**  
The mowing supervisor or alternate shall be available during normal business hours within 4 hours to meet with Osceola County Expressway Authority personnel to discuss problem areas.
- Q. **Contractor Personnel Appearance.**  
The Contractor's personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the company name or by wearing appropriate badges, which contain the company and employee name.
- R. **Vehicle Operators Licenses.**  
The Contractor shall ensure that all vehicle operators have a valid Florida operator's license for the type vehicle being driven, prior to starting work.
- S. **Standards of Service.**  
The standards of service provided by the Contractor shall be equal to Osceola County Expressway Authority standards and those normally expected of a competent firm engaged in the grounds maintenance/mowing services business.
- T. **Qualified Technicians.**  
The Contractor is held responsible for providing fully qualified craftsmen/technicians/workers to perform the tasks necessary in grounds maintenance/mowing services.
- U. **Hours of Work.**  
Work may be performed by the Contractor between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. No work may be performed before sunrise or after sundown without advance written permission from the Osceola County Expressway Authority. *No work may be performed on Sundays or on holidays recognized by the Osceola County Expressway Authority.*
- V. **Inability to Maintain.**

At no time are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Expressway Authority Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash.

**W. Damage Prevention and Responsibility.**

Care is to be taken at all times to prevent damage to the facilities and structures on the site, both public and private, including, but not limited to: signage, lighting, private and public fencing, sidewalks, curbing, culverts, inlet and outlet structures. Any existing damage is to be reported immediately to the Osceola County Mowing and Landscaping Services Department. Damage attributed to the Contractor, their agents, alternates, or assigns due to wrongful or negligent acts will be repaired or the damaged items replaced at the cost of the Contractor or deducted from the payment due the Contractor.

**X. Damage to Retention / Detention and Maintained Areas.**

Ground cover around areas to be mowed will remain free of damage at all times when maintained by awarded mowing Contractor. In areas where tractors or smaller mowers may damage ground cover by sliding down sloped embankments, becoming submerged on the banks of wet retention / detention areas, by the sheer weight of the equipment on water saturated soil, or by other means that causes the weight of the mowing equipment to leave deep tire or other equipment related impressions in the process of forcing underlying soil or earth materials to become exposed to the surface are unacceptable and will be repaired at the expense of the Contractor. In cases where the weight of the mowing equipment will damage ground cover, in areas inaccessible to mowing tractors, or in areas where the slope is too steep to operate a mower or similar items of landscaping equipment, grass or brush trimmers are expected to be utilized in order to comply with the specification of the contract. At no times are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash. Every attempt should be made to keep the grass clippings out of the retention pond.

**Y. Safety.**

The Contractor shall exercise proper safety procedures and provide required safety equipment, which are in accordance with all state, local, and OSHA regulations or standards, to his agents, representatives and workers.

**Z. Traffic Flow.**

The Contractor shall maintain a clear, well defined method of traffic control at all times while performing the work, and shall be consistent with current requirements as established in FDOT standard indexes 600-651. The Contractor will not be allowed to block pedestrian's walkways, park benches, or impede the flow of vehicular traffic.

1. The Osceola County Expressway Authority will require that the Contractor place Advanced Warning Signs on both sides of the roadway during mowing operations. Mowing Ahead Sign (W21-4) shall be used.
2. Work zones should be (2) miles or less, zones exceeding (2) miles shall place a Shoulder Work Sign (W21-5) every 1 mile.
3. Mowers shall be equipped with high intensity rotating, flashing, oscillating or strobe lights.
4. A Type II Safety Vest will be worn by all personnel working within the County's

right of ways.

- AA. Quantity.**  
Areas to be maintained have been determined by the Osceola County Expressway Authority. Pricing is not to be based on acreage mowed for this part, but on the designated areas as a unit, irrespective of actual acreage.
- BB. Mowing Cycle.**  
The Osceola County Expressway Authority will determine when to begin each mowing cycle. The total number and the timing of the cycles will depend upon the growth of the vegetation during the season. The mowing cycles for each area are to include but are not limited to mowing, edging, trimming, blowing, and trash pickup. The Osceola County Expressway Authority reserves the right to increase or decrease the number of mowing cycles if deemed in the best interest of the Osceola County Expressway Authority.
- CC. Cycle Timing.**  
The Contractor shall complete one cutting cycle within twelve (12) working days, weather permitting, as determined by the Osceola County Expressway Authority. Failure to complete a cycle/cycles within the specified time period could result in termination of the contract.
- DD. Equipment.**  
All equipment shall be approved by the Osceola County Expressway Authority before it is placed in service, with safety devices properly maintained at all times the equipment is in use. If the Osceola County Expressway Authority determines that equipment is deficient in safety devices, the Contractor shall be notified immediately and shall remove the equipment from service until the deficiency is corrected to the satisfaction of the Osceola County Expressway Authority. Equipment, which damages the pavement or turf in any way, shall not be used. The Contractor shall be responsible for the maintenance of all their own equipment. The Osceola County Expressway Authority is not responsible for damage to, or as a result of use from, any and all mowing and maintenance equipment, vehicles, or other equipment the Contractor uses to get to or from the job site, or uses or is required, due to common labor practices, to use to perform any part of this contract or his or her obligation to or with the Osceola County Expressway Authority in this specific matter. The Osceola County Expressway Authority requires the Contractor to provide his or her own equipment as the Osceola County Expressway Authority will not loan, lend, rent, or provide to the Contractor any equipment the Contractor was or should reasonably be expected to provide to perform the specifics of this contract. The Contractor should base his or her prices on the reasonable expectation that the Osceola County Expressway Authority shall not provide personnel, equipment, or vehicles to or for the Contractor's use to perform the scope of this contract.
- EE. Liability for Injury or Damage.**  
Inspection and approval of the Contractor's equipment by the Osceola County Expressway Authority shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by operation of the equipment.
- FF. Condition and Maintenance.**  
The equipment used must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings at all times. The changing of all lubricating fluids shall be done off site.
- GG. Equipment Type and Quantity.**

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. This equipment as a minimum would include a large tractor, a heavy duty riding mower, heavy duty walking mower for pond bank and slopes and commercial grade weed eaters with both string and blade. Mowers must be adequate for mowing around ponds and drainage easements. If, in the opinion of the Osceola County Expressway Authority, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Osceola County Expressway Authority.

**HH. Method of Operations.**

The Contractor shall not begin any cutting cycle until authorized by the county, in writing, to do so. The Contractor shall notify the Osceola County Expressway Authority when a cycle is started and when the work is interrupted due to weather, breakdowns, etc. Each cutting cycle shall be completed in its entirety prior to beginning another cycle.

**II. Work Interruptions/ Impediments.**

When work by Osceola County Expressway Authority employees, by other Contractors or weather conditions of a temporary nature, prevent the Contractor from cutting any area, and such conditions are eliminated during the period designated for that mowing cycle, the Osceola County Expressway Authority may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Osceola County Expressway Authority, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Osceola County Expressway Authority.

**JJ. Inspection and Unsatisfactory Work.**

*During periods of mowing operations, the Contractor shall consult with the Osceola County Expressway Authority for inspection and tentative approval of work quality being accomplished before invoice for payment is submitted. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time. Acceptance and payment of service will not be given until all deficiencies have been rectified.*

**KK. Bid Items and Items of Payment.**

The measurement of production and item(s) of payment shall be made by unit area on a per-mowing cycle basis.

**LL. Weighted Values of Services.**

To facilitate service acceptance and to allow specific service addition/deletion or nonpayment for inadequate service, services at each site have been assigned weighted values by Osceola County Expressway Authority. Invoices for each site should list the following functions separately, by site:

Weighted values shall be paid as follows:

|   |             |
|---|-------------|
| A. Mowing   | 70%         |
| B. Edging   | 10%         |
| C. String Trimming                                  | 10%         |
| D. Trash Removal, debris clean-up and power blowing | 10%         |
| <b>Total Value</b>                                  | <b>100%</b> |



**MM. Uniformity.**

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner to result in a stand of mowed grass or vegetation cut uniformly at a nominal four-inch height and with no streaks. The accumulation or the piling of cuttings will not be permitted.

**NN. Right of Way.**

Contractor will make every attempt to mow from right of way to right of way. Right of way is usually defined as all areas between fence-line to fence-line. Contractor shall determine limits prior to beginning any work.

**OO. Billing.**

Invoices submitted for payment shall contain company name, contract title/description, cycle number, beginning and ending dates and cycle cost. All invoices are to be submitted to Osceola County Expressway Authority, Attention Jeff Jones, 3 Courthouse Square, 2<sup>nd</sup> Floor, Kissimmee, Florida 34741

**PP. Minimum Equipment.**

Due to the size and scope of the services to be provided for the mowing of the Poinciana Parkway, the Contractor is required to possess and maintain a minimum of the following equipment. If the proposer intends to utilize sub consultants, the sub consultant must meet and possess the same minimum qualifications as noted below.

1. One (1) 100hp Tractor with 15-foot batwing deck mower
2. Four (4) Commercial zero turn mowers with a minimum of a 60-inch deck
3. Four (4) Commercial string trimmers
4. Four (4) Commercial edgers
5. Two (2) Commercial backpack blowers

**QQ. Trimming:** Contractor shall maintain a neat finished appearance on all trees, shrubs and small plants by means of trimming, pruning and removing any branches that are dead or in conflict with pedestrians or the flow of vehicular traffic. This includes the removal of undesired growth at the base of the trees and shrubs. The contractor shall be responsible for the disposal of all cuttings and trimmings that result from service performance. Contractor shall not use County dumpsters.

1. **Maintenance of Trees & Shrubs:** Tree maintenance is an integral part of this scope. Tree maintenance encompasses maintaining newly planted trees and shrubs as well as maintaining established older trees and shrubs. Tree maintenance will include pruning to allow for proper clearances as well as for the integrity of the tree. The cost for maintenance of trees and shrubs shall be included in the contract cost.
2. **Tree Replacement:** Trees that have died, been destroyed or damaged will require replacement from time to time. The replacement of trees will be coordinated between the contractor and the County's Project Manager. No trees are to be replaced or purchased without the approval of the County's Project Manager. Replacement trees will be purchased from vendors approved by the County. The cost of replacement trees is outside the scope of this bid and will be paid for by the County, not by the contractor.
3. **Pruning of Trees, Palms & Shrubs:** All pruning shall require the removal of branches and twigs that may interfere with the safe passage of pedestrians along the walkway. All pruning shall remove the branch or twig back to the next largest branch. The second purpose of pruning shall be to improve trunk and branch structure. Suckers or shoots shall be removed to maintain the main trunk or multiple trunks of the tree. Palms shall be trimmed as needed or as determined by the

County's Project Manager. Palms shall be trimmed to remove dead fronds, seedpods and should resemble a 10:00 o'clock and 2:00 o'clock position. Palms will be trimmed twice per year when directed by the County.

- a. The contractor shall eliminate all bracing and tree supports, as trees become self-supporting. Tree supports that must remain shall be kept in good repair and functioning at all times with trees fully protected.
  - b. All specified trees shall be pruned back by the contractor from the edges of roads, driveways, fences and sidewalks and ensure the safety of citizens and the protection of property. The contractor shall prune all specified trees to encourage a healthy natural growth pattern for each specific variety. All pruning shall encourage the development of eventual and future branching structure. All pruning shall be done according to accepted industry practices and standards. Pruning shall be accomplished to keep trees clear of all vehicular doors and windows. Any low hanging limbs or branches that pose a threat to the public shall be pruned and removed by the contractor. Pruning shall also provide a neat and well-manicured appearance. Trees or encroaching brush that obstructs the sidewalks must be cut back and trimmed up to a height of 8ft as to not interfere with pedestrian travel.
  - c. The contractor shall remove sucker growth and dead material from the bases of all trees at soil level to include the trunk lines. Sucker growth shall also be removed from the soil line to the main branches. The contractor shall report any unusual hazards to the County's representative.
  - d. Trees shall be maintained to provide a neatly groomed and healthy appearance in accordance with specifications. If at any time the County's representative deems the work unsatisfactory, the services will be performed again at no additional cost to the County.
  - e. Prune all trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed. All Tree branches are to be trimmed to a height to allow adequate clearance for mowers, pedestrians, etc., but are encouraged to hang over walks with adequate clearance for pedestrians. Trees that are determined to be a sight issue are to be trimmed immediately once the contractor is notified.
  - f. Ligustrum plants shall be pruned as needed when directed by the County's Project Manager.
4. **Uprooted Trees & Shrubs:** Upon notification from the County's Project Manager, the Contractor shall upright and properly secure all trees and shrubs to original position within 48 hours to prevent further damage or loss of the trees and shrubs. Failure to comply within the specified time limit which results in irreversible damage to the trees and/or shrubs will result in replacement of trees and/or shrubs with all costs incurred by the contractor.

**RR. Additional Litter Removal:** Contractor shall perform two additional litter removal cycles per month at the unit price of \$1,250 per cycle for 12 months. The Contractor shall also respond to any emergency litter removal requests and will be compensated in accordance with the pricing schedule set for in Exhibit "B".

**Exhibit "B"**  
**Pricing Schedule**

| <b>Item</b> | <b>Description</b>  | <b>Unit Price</b> | <b>Estimated Quantity Annually</b> | <b>Extended Price</b> |
|-------------|---|-------------------|------------------------------------|-----------------------|
| 1           | Mowing, Edging, Trash Removal, Trimming, Blowing, etc.    | \$8,000.00        | 22 cycles                          | \$176,000.00          |
| 2           | Fence Line Spraying                                       | 800.00            | 12 cycles                          | 9,600.00              |
| 3           | Mowing and Trimming Around 733 Trees on Poinciana Parkway | 900.00            | 22 cycles                          | 19,800.00             |
| 4           | Annual Tree Trimming - 42 Crape Myrtles                   | 15.00             | 42 trees at 1 cycle annual         | 630.00                |
| 5           | Annual Tree Trimming - 233 Pindo/Sabal Palms              | 25.00             | 233 trees at 1 cycle annually      | 5,825.00              |
| 6           | Annual Tree Trimming - 10 Bismarck Palms                  | 50.00             | 10 trees at 1 cycle annually       | 500.00                |
| 7           | Additional Litter removal                                 | 1,250             | 2 cycles per month                 | 30,000.00             |
| 8           | Emergency Pickup contingency                              | 500.00            |                                    | 5,000.00              |
|             |   |                   |                                    | <b>\$247,355.00</b>   |

**EXHIBIT "C"**  
**INCORPORATED TERMS AND CONDITIONS FROM**  
**THE INITIAL CFX CONTRACT**

**SECTION 3. OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 4. STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 6. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

**SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

**SECTION 8. INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the AUTHORITY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
  2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
  3. DAMAGE to RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00), Any single occurrence;
  4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
  5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
  6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
  7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: Two Million Dollars (\$2,000,000.00)
  8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
  9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the AUTHORITY in the event of litigation against same.

- C. The CONTRACTOR shall name the "Osceola County Expressway Authority" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.
- D. The CONTRACTOR shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
  - a. The name of the insured CONTRACTOR.
  - b. The specified job by name and job number.
  - c. The name of the insurer.
  - d. The number of the policy.
  - e. The effective date.
  - f. The termination date.
  - g. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
  - h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.
- G. The AUTHORITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County Expressway Authority. The liability policies shall be Primary/Non-Contributory.



**SECTION 9. AUTHORITY OBLIGATIONS.**

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 10. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

**SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie *exclusively* in Orange ~~Oseola~~ County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

**SECTION 12. PUBLIC RECORDS.**

- A. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

**Telephone: (407) 690-5000  
Email: PublicRecords@CFXWay.com,  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807**

CFX has the right to unilaterally cancel this Agreement or terminate for cause if the CONTRACTOR refuses to allow public access as required by the Florida Statutes or at CFX's direction.

**B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:**

- 1. Keep and maintain public records required by the AUTHORITY to perform the service.**
- 2. Upon request from the AUTHORITY'S custodian of public records, provide the AUTHORITY 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 by Florida 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 AUTHORITY.**
- 4. Upon completion of the contract, transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the AUTHORITY to perform the service. If the CONTRACTOR transfers all public records to the AUTHORITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the**

**CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the county.**

- 5. If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the contract.**

**SECTION 13. INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

**SECTION 14. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

**SECTION 15. COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

**SECTION 16. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

**SECTION 17. SOVEREIGN IMMUNITY**

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 18. BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

**SECTION 19. BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 20. ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

**SECTION 21. SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 22. WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

**SECTION 23. NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

**AUTHORITY:** ~~Osceola County Expressway Authority  
3 Courthouse Square, Second Floor  
Kissimmee, Florida 34741~~

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Attention: Director of Maintenance

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Attention: General Counsel

**CONTRACTOR:** Chavez's Lawn Services, Inc.  
P.O. Box 700428  
Saint Cloud, Florida 34770

**SECTION 24. MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 25. HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 26. ADMINISTRATIVE PROVISIONS.**

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**SECTION 27. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

**SECTION 28. PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or contractor in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

**SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**SECTION 30. JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 31. EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 32.           AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the

CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

**SECTION 33.           PROJECT MANAGERS.**

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. CFX's Project Manager's contact information is as follows:

Don Budnovich, Director of Maintenance  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Telephone: 407-690-5334  
Email: [Donald.Budnovich@CFXway.com](mailto:Donald.Budnovich@CFXway.com);

B. The CONTRACTOR Project Manager's contact information is as follows:

Adrian Chavez, Project Manager  
Chavez's Lawn Services, Inc.  
P.O. Box 700428  
Saint Cloud, Florida 34770  
Phone: 407-948-1798  
Email: [chavezslawn@cbarqmail.com](mailto:chavezslawn@cbarqmail.com)

**SECTION 34. PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County Expressway Authority shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County Expressway Authority are protected from any emergency situation that threatens public health and safety as determined by the AUTHORITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the AUTHORITY or governmental entities on a "first priority" basis. The AUTHORITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the AUTHORITY with products and/or services not under this Agreement, the AUTHORITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

3. **Additional Terms.**

3.1 CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations described in the Original Agreement as Amended and as set forth herein.

3.2 **Inspector General.** CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

3.3 **Anti-Discrimination Statement.** Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

3.4 **Subcontractors.** If, during the term of this Agreement and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not

disclosed by the CONTRACTOR to CFX at the time this Agreement 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), 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.



**AGREEMENT FOR MOWING AND LANDSCAPING SERVICES  
ALONG THE POINCIANA PARKWAY**

**CFX CONTRACT NO. 001538**

19 MAY 9 PM 2:59

This Agreement is made and entered this 1 day of April ~~19~~ 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX", and CHAVEZ'S LAWN SERVICES, INC., a Florida corporation, registered and authorized to conduct business in the State of Florida, whose principal address is 950 S. Hoagland Blvd., Kissimmee, FL 34741, with a mailing address of P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter "CONTRACTOR."

RECITALS:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, on December 31, 2018, Osceola County Expressway Authority ("OCX") and CFX entered into a Transfer, Assignment and Assumption Agreement wherein OCX assigned all of its right, title and interest to certain agreements to CFX, including the agreement between OCX and CONTRACTOR, entered on or about November 11, 2016, ("Original Agreement") as amended by Amendment #1 on December 16, 2016 ("Amendment") (references to the Original Agreement with the Amendment shall be referred to as "Original Agreement as Amended"); and

WHEREAS, the Amendment with its two exhibits is attached hereto as **Exhibit "1"** and the Original Agreement without the exhibits is attached hereto as **Exhibit "2"**; and

WHEREAS, the Amendment revised the Scope of Services and the Pricing Schedule in the Original Agreement by replacing the two exhibits in the Original Agreement with the revised **Exhibit "A"** entitled "Scope of Services" and the revised **Exhibit "B"** entitled "Pricing Schedule"; and

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to restate and amend the Original Agreement as Amended as further described herein.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and CONTRACTOR agree to restate and amend the Original Agreement as Amended as follows:

1. Recitals. The recitals are true and incorporated as terms.

2. Adoption of Terms in the Original Agreement as Amended and with Additional Amendments. The parties adopt the entire Original Agreement as Amended by reference as though set forth fully herein, subject to the substitutions, revisions, and amendments set forth below.

2.1 Where the term "Osceola County Expressway Authority" or "Authority" appear in the Original Agreement, the term shall be replaced with "CFX."

2.2 Section 2 entitled "SCOPE OF SERVICES" shall be amended by adding the text below:

THE CONTRACTOR shall perform two litter removal cycles per month at the unit price of \$1,250 per cycle for the remaining contract period commencing in April 2019 and ending in September 2019. The cost of the additional services is \$15,000 plus a \$2,500 in contingency to cover any emergency pickups as requested in writing by CFX's Director of Maintenance, or designee, for a total not-to-exceed amount of \$17,500.

2.3 Section 5 entitled "COMPENSATION" shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

SECTION 5. COMPENSATION.

A. The amount to be paid under this Agreement for services rendered will not exceed Two Hundred Twelve Thousand Three Hundred Fifty-Five and 00/100 Dollars (\$212,355.00) annually, for a total not to exceed amount of Six Hundred Thirty-Seven Thousand Sixty-Five and 00/100 Dollars (\$637,065.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

The amount to be paid under this Agreement includes an additional Seventeen Thousand Five Hundred Dollars (\$17,500) as described in Section 2.2 above.

B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by CFX, ~~the AUTHORITY~~. In its sole discretion, CFX ~~the AUTHORITY~~ reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event CFX ~~the AUTHORITY~~ is not satisfied with the services provided by the CONTRACTOR, CFX ~~the AUTHORITY~~ will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

2.4 Subsection 8.D.h under Section 8 entitled "INSURANCE" shall be amended by replacing subsection 8.D.h with the following:

- h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

|  |
|--|
| Central Florida Expressway Authority<br>4974 ORL Tower Road<br>Orlando, FL 32807 |
|--|

2.5 Section 11 entitled "APPLICABLE LAW, VENUE, JURY TRIAL" shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie exclusively in Orange ~~Oseola~~ County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

2.6 Subsection 12.A under Section 12 entitled "PUBLIC RECORDS" shall be amended by deleting and replacing the subsection with the following:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone: (407) 690-5000  
Email: PublicRecords@CFXWay.com,  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, Florida 32807**

CFX has the right to unilaterally cancel this Agreement or terminate for cause if the CONTRACTOR refuses to allow public access as required by the Florida Statutes or at CFX's direction.

2.7 Section 23 entitled "NOTICE" shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

AUTHORITY: ~~Osceola County Expressway Authority  
3 Courthouse Square, Second Floor  
Kissimmee, Florida 34741~~

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Attention: Director of Maintenance

Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Attention: General Counsel

2.8 Subsection 33.A under Section 33 entitled "PROJECT MANAGERS" shall be amended by replacing subsection 33.A with the following:

A. CFX's Project Manager's contact information is as follows:

Don Budnovich, Director of Maintenance  
Central Florida Expressway Authority  
4974 ORL Tower Road  
Orlando, FL 32807  
Telephone: 407-690-5334  
Email: [Donald.Budnovich@CFXway.com](mailto:Donald.Budnovich@CFXway.com);

3. Additional Terms.

3.1 CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations described in the Original Agreement as Amended and as set forth herein.

3.2 Inspector General. CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

3.3 Anti-Discrimination Statement. Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

3.4 Subcontractors. If, during the term of this Agreement and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not

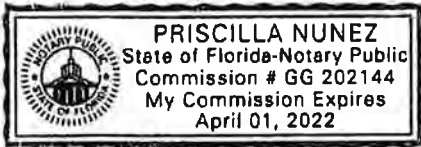
disclosed by the CONTRACTOR to CFX at the time this Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), CONTRACTOR shall first submit a request 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.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures.

**"CONTRACTOR"**

**CHAVEZ'S LAWN SERVICES, INC.**

By: [Signature]  
Print Name: Adrian L. Chavez  
Title: operations manager  
Date: 5/8/19



(Seal)

ATTEST: [Signature]

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: [Signature]  
Director of Procurement  
Print Name: Anaeth Williams  
Date: 6/5/19

19 MAY 20 AM 11:14

Approved as to form for execution by CFX only.

[Signature]  
General Counsel for the CFX

19 MAY 20 AM 11:14

# EXHIBIT "1"

## AMENDMENT #1 TO THE AGREEMENT BETWEEN OSCEOLA AUTHORITY EXPRESSWAY AUTHORITY AND CHAVEZ'S LAWN SERVICE, INC.

**THIS AGREEMENT** is made by and between OSCEOLA AUTHORITY EXPRESSWAY AUTHORITY, a body politic and corporate created by Part V, Chapter 348, Florida Statutes, 3 Courthouse Square, Second Floor, Kissimmee, Florida 34741, hereinafter referred to as the "AUTHORITY, and Chavez's Lawn Services, Inc., P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter referred to as the "CONTRACTOR".

### *WITNESSETH:*

**WHEREAS**, the AUTHORITY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform Mowing and Landscaping Services of the Poinciana Parkway, as further described in the Agreement RFP-16-8025-TP, approved by the Osceola County Expressway Authority on September 13, 2016, between the AUTHORITY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 24. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to revise Exhibit "A" and amend Exhibit "B".

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Exhibit "A" is hereby deleted in its entirety and replaced with a revised Exhibit "A", attached hereto and made a binding part hereof.
2. Exhibit "B" is hereby deleted in its entirety and replaced with a revised Exhibit "B", attached hereto and made a binding part hereof.
3. Section 5. Compensation is hereby amended to read as follows:

### SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed Two Hundred Twelve Thousand Three Hundred Fifty-Five and 00/100 Dollars (\$212,355.00) annually, for a total not to exceed amount of Six Hundred Thirty-Seven Thousand Sixty-Five and 00/100 Dollars (\$637,065.00) for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.

- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
  - C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.
- 4. These changes shall be effective upon this Amendment being executed by both parties.
  - 5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

OSCEOLA COUNTY EXPRESSWAY  
AUTHORITY

By: [Signature]  
Chairman/Designee

Date: \_\_\_\_\_

CHAVEZ'S LAWN SERVICES, INC.

By: [Signature]

Print: Adrian R. Chavez

Title: Operations Manager

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was executed before me this 16<sup>th</sup> day of December, 2016, by Adrian Rodriguez Chavez as Operations Manager of Chavez's Lawn Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced FLDL C120-016-78 as identification.

002-0

[Signature: Debbie K. Pratt]  
NOTARY PUBLIC

(stamp)





**Exhibit "A"**  
**Scope of Services**

- A. **Scope of Work.**  
Provide all supervision, labor, equipment, materials and fuel to perform mowing maintenance as indicated in this statement of work. The work in this section consists of large tractor mowing, small machine mowing, edging, litter removal, blowing, weed eating, or hand mowing and cleaning of inlets and outlets of retention / detention areas and drainage systems.
- B. **Project Boundaries.**  
1. **Poinciana Parkway:** Service area begins at the intersection of 17-92 east to the intersection of Cypress Parkway, approximately 8.55 miles to include the mowing of nine (9) retention ponds.  
2. **Additional Areas:**  
a) Marigold Avenue from the bridge deck east approximately 600 ft. to E. Bourne Road entire right of way.  
b) Koa Avenue from the bridge deck east approximately 300ft entire right of way.  
c) Large bridge access road. This area will need to be cut once per month.
- C. **Areas of Concern.**  
Drainage ditches and overpasses with steep slopes will require extensive amounts of hand work or the use of specialized slope mowing equipment. Poinciana Parkway is a toll road and toll fees will need to be considered in your bid pricing.
- D. **Fence Lines.**  
Fencing runs along both sides of the entire project and around all the retention ponds. Fence lines will require spraying monthly to control weed growth.
- E. **Estimated Quantities.**  
The estimated number of cycles for this bid is 22 mowing cycles and 12 fence line spraying cycles annually.
- F. **Edging.**  
Edging encompasses the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges including but not limited to the following: sidewalks, paved approaches, drainage structures and curbs, to maintain these areas in an attractive and manicured condition. Edging encompasses the removal of growth mechanically and manually. Note: Areas specified for edging shall not be treated with herbicide. Edging shall accompany mowing.  
  
The edging of sidewalks, paved approaches, and curbs shall create a distinct void, approximately one half (1/2) inch horizontally between the structure and the turf. String trimmer shall not be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged.  
  
Upon completion of edging by the Contractor, no growth, sand or debris shall touch any of the structures designated for edging. All sand and debris shall be removed, by the Contractor, from the areas designated for edging. The cost of edging and removal and disposal of debris shall be included in the contract cycle cost.
- G. **Inlet and Outlets Structures.**  
Inlet and outlet structures, for the purposes of this document, are defined as, but not limited to, drainage pipes, culverts, control structures, energy dissipaters, sloughs, spill

ways, canals, flues, flumes, or any other drainage systems specifically designed to force water flow into a retention/detention area and to drain water from it.

**H. Mowing.**

All grass shall be cut to a uniform height of 4 inches +/- one half inch. All areas that cannot be mowed using a large tractor or large mower shall be mowed with a small power mower, however, in areas determined to be totally inaccessible to any type of mower, weed eaters, grass or string trimmer, or brush cutters will be used to cut these areas in accordance to the specifications of this contract. Vendors will take every opportunity and any and all precautions to prevent scalping or shaving the grass covered areas while mowing any of these areas. All grass clippings will be removed from all sidewalk and curb areas by use of a power blower prior to leaving the work site.

**I. String Trimmers and Brush Cutters.**

Weed, grass, and brush trimmers are to be used to cut in areas totally inaccessible to mowing equipment. Inaccessible areas include, but are not limited to, inlet and outlet structures, base of walls and fencing, tree rings, irrigation heads and systems, curbs, walkways, lighting and light poles, telephone switch boxes and poles, power transformers, steep slopes and signs in order to meet with the requirements of this contract. However, no shaving or scalping of the grass surface is allowed. Trimming shall accompany mowing.

**J. Fence Line Weed Control.**

Fence Lines are to be sprayed monthly to eliminate any and all vegetation growth. Fence line spray pattern shall not exceed 6" on either side of the fence line. Fence line spraying is a separate pay item in the bid tab. Twelve (12) Fence line spraying cycles annually.

**K. For Crack Weed Control.**

The Herbicide Treatment shall be only for the treatment of all expansion joints and cracks located on sidewalks, curbs, concrete medians and paved approaches.

The Authority Project Manager will determine areas approved for herbicide treatment. All herbicides used shall be Round Up or equivalent, applied in conformance with the manufacturer's instructions. The cost of the application of herbicide to these areas shall be included in the biweekly contract cost.

1. Upon completion of herbicide treatment by the Contractor, no growth shall remain on any of the areas designated to be treated.
2. All dead vegetation shall be removed from all areas sprayed, including sidewalk expansion joints, curbs, gutters, and concrete medians, etc. The cost of the removal and disposal of all vegetation shall be included in the contract cost.
3. Herbicide Limitation of Operation: The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. The Contractor at his/her expense will replace plants, grass and trees damaged by the improper use of herbicides. Replacements will be the same size and type of those damaged.
4. Herbicide Quality: If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the Osceola County Expressway Authority.

**L. Retention Areas.**

All retention areas shall be mowed from fence lines to water's edge. All inlet and outlet structures are to be trimmed and kept free of vegetation. Trash that has collected in or at the water's edge will be the responsibility of the Contractor to remove. Retention Ponds

*are to remain locked at all times. Combinations to the locks shall be provided at award of contract.*

- M. **Litter & Debris Removal.**  
**Litter and debris shall be removed from site each visit.** All litter and debris are to be removed prior to and upon completion of all services. Litter and debris removal includes the pickup, removal and disposal from all areas included in contract. Litter and debris shall include, by way of example but not limited to bottles, glass, cans, wood, paper scrapes, branches and any and all other materials which will give the property an objectionable appearance. It is understood that the Contractor shall remove any litter and debris prior to mowing that can be torn, ripped scattered or further subdivided by the mowers. The cost of litter and debris removal and disposal shall be included in the biweekly contract price.
- N. **Mowing Supervisor.**  
The Contractor shall provide an individual who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the supervisor is unavailable shall be designated in writing to Procurement Services.
- O. **Authority.**  
The mowing supervisor or alternate shall have full authority to act for the Contractor on all matters relating to daily operation of this contract.
- P. **Availability.**  
The mowing supervisor or alternate shall be available during normal business hours within 4 hours to meet with Osceola County Expressway Authority personnel to discuss problem areas.
- Q. **Contractor Personnel Appearance.**  
The Contractor's personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the company name or by wearing appropriate badges, which contain the company and employee name.
- R. **Vehicle Operators Licenses.**  
The Contractor shall ensure that all vehicle operators have a valid Florida operator's license for the type vehicle being driven, prior to starting work.
- S. **Standards of Service:**  
The standards of service provided by the Contractor shall be equal to Osceola County Expressway Authority standards and those normally expected of a competent firm engaged in the grounds maintenance/mowing services business.
- T. **Qualified Technicians.**  
The Contractor is held responsible for providing fully qualified craftsmen/technicians/workers to perform the tasks necessary in grounds maintenance/mowing services.
- U. **Hours of Work.**  
Work may be performed by the Contractor between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. No work may be performed before sunrise or after sundown without advance written permission from the Osceola County Expressway Authority. *No work may be performed on Sundays or on holidays recognized by the Osceola County Expressway Authority.*
- V. **Inability to Maintain.**

At no time are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Expressway Authority Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash.

**W. Damage Prevention and Responsibility.**

Care is to be taken at all times to prevent damage to the facilities and structures on the site, both public and private, including, but not limited to: signage, lighting, private and public fencing, sidewalks, curbing, culverts, inlet and outlet structures. Any existing damage is to be reported immediately to the Osceola County Mowing and Landscaping Services Department. Damage attributed to the Contractor, their agents, alternates, or assigns due to wrongful or negligent acts will be repaired or the damaged items replaced at the cost of the Contractor or deducted from the payment due the Contractor.

**X. Damage to Retention / Detention and Maintained Areas.**

Ground cover around areas to be mowed will remain free of damage at all times when maintained by awarded mowing Contractor. In areas where tractors or smaller mowers may damage ground cover by sliding down sloped embankments, becoming submerged on the banks of wet retention / detention areas, by the sheer weight of the equipment on water saturated soil, or by other means that causes the weight of the mowing equipment to leave deep tire or other equipment related impressions in the process of forcing underlying soil or earth materials to become exposed to the surface are unacceptable and will be repaired at the expense of the Contractor. In cases where the weight of the mowing equipment will damage ground cover, in areas inaccessible to mowing tractors, or in areas where the slope is too steep to operate a mower or similar items of landscaping equipment, grass or brush trimmers are expected to be utilized in order to comply with the specification of the contract. At no times are any areas to be left uncut or unmaintained without the express written authorization of the Osceola County Mowing and Landscaping Services Department. Contractors are expected to notify the Osceola County Mowing and Landscaping Services Department when areas to be maintained are blocked by debris of sufficient size as not to be considered normal trash. Every attempt should be made to keep the grass clippings out of the retention pond.

**Y. Safety.**

The Contractor shall exercise proper safety procedures and provide required safety equipment, which are in accordance with all state, local, and OSHA regulations or standards, to his agents, representatives and workers.

**Z. Traffic Flow.**

The Contractor shall maintain a clear, well defined method of traffic control at all times while performing the work, and shall be consistent with current requirements as established in FDOT standard indexes 600-651. The Contractor will not be allowed to block pedestrian's walkways, park benches, or impede the flow of vehicular traffic.

1. The Osceola County Expressway Authority will require that the Contractor place Advanced Warning Signs on both sides of the roadway during mowing operations. Mowing Ahead Sign (W21-4) shall be used.
2. Work zones should be (2) miles or less, zones exceeding (2) miles shall place a Shoulder Work Sign (W21-5) every 1 mile.
3. Mowers shall be equipped with high intensity rotating, flashing, oscillating or strobe lights.
4. **A Type II Safety Vest will be worn by all personnel working within the County's**

**right of ways.**

**AA. Quantity.**

Areas to be maintained have been determined by the Osceola County Expressway Authority. Pricing is not to be based on acreage mowed for this part, but on the designated areas as a unit, irrespective of actual acreage.

**BB. Mowing Cycle.**

The Osceola County Expressway Authority will determine when to begin each mowing cycle. The total number and the timing of the cycles will depend upon the growth of the vegetation during the season. The mowing cycles for each area are to include but are not limited to mowing, edging, trimming, blowing, and trash pickup. The Osceola County Expressway Authority reserves the right to increase or decrease the number of mowing cycles if deemed in the best interest of the Osceola County Expressway Authority.

**CC. Cycle Timing.**

The Contractor shall complete one cutting cycle within twelve (12) working days, weather permitting, as determined by the Osceola County Expressway Authority. Failure to complete a cycle/cycles within the specified time period could result in termination of the contract.

**DD. Equipment.**

All equipment shall be approved by the Osceola County Expressway Authority before it is placed in service, with safety devices properly maintained at all times the equipment is in use. If the Osceola County Expressway Authority determines that equipment is deficient in safety devices, the Contractor shall be notified immediately and shall remove the equipment from service until the deficiency is corrected to the satisfaction of the Osceola County Expressway Authority. Equipment, which damages the pavement or turf in any way, shall not be used. The Contractor shall be responsible for the maintenance of all their own equipment. The Osceola County Expressway Authority is not responsible for damage to, or as a result of use from, any and all mowing and maintenance equipment, vehicles, or other equipment the Contractor uses to get to or from the job site, or uses or is required, due to common labor practices, to use to perform any part of this contract or his or her obligation to or with the Osceola County Expressway Authority in this specific matter. The Osceola County Expressway Authority requires the Contractor to provide his or her own equipment as the Osceola County Expressway Authority will not loan, lend, rent, or provide to the Contractor any equipment the Contractor was or should reasonably be expected to provide to perform the specifics of this contract. The Contractor should base his or her prices on the reasonable expectation that the Osceola County Expressway Authority shall not provide personnel, equipment, or vehicles to or for the Contractor's use to perform the scope of this contract.

**EE. Liability for Injury or Damage.**

Inspection and approval of the Contractor's equipment by the Osceola County Expressway Authority shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by operation of the equipment.

**FF. Condition and Maintenance.**

The equipment used must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of cuttings at all times. The changing of all lubricating fluids shall be done off site.

**GG. Equipment Type and Quantity.**

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. This equipment as a minimum would include a large tractor, a heavy duty riding mower, heavy duty walking mower for pond bank and slopes and commercial grade weed eaters with both string and blade. Mowers must be adequate for mowing around ponds and drainage easements. If, in the opinion of the Osceola County Expressway Authority, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Osceola County Expressway Authority.

**HH. Method of Operations.**

The Contractor shall not begin any cutting cycle until authorized by the county, in writing, to do so. The Contractor shall notify the Osceola County Expressway Authority when a cycle is started and when the work is interrupted due to weather, breakdowns, etc. Each cutting cycle shall be completed in its entirety prior to beginning another cycle.

**II. Work Interruptions/ Impediments.**

When work by Osceola County Expressway Authority employees, by other Contractors or weather conditions of a temporary nature, prevent the Contractor from cutting any area, and such conditions are eliminated during the period designated for that mowing cycle, the Osceola County Expressway Authority may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Osceola County Expressway Authority, equipment may not be used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Osceola County Expressway Authority.

**JJ. Inspection and Unsatisfactory Work.**

*During periods of mowing operations, the Contractor shall consult with the Osceola County Expressway Authority for inspection and tentative approval of work quality being accomplished before invoice for payment is submitted. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time. Acceptance and payment of service will not be given until all deficiencies have been rectified.*

**KK. Bid Items and Items of Payment.**

The measurement of production and item(s) of payment shall be made by unit area on a per-mowing cycle basis.

**LL. Weighted Values of Services.**

To facilitate service acceptance and to allow specific service addition/deletion or nonpayment for inadequate service, services at each site have been assigned weighted values by Osceola County Expressway Authority. Invoices for each site should list the following functions separately, by site:

**Weighted values shall be paid as follows:**

|   |             |
|---|-------------|
| A. Mowing   | 70%         |
| B. Edging   | 10%         |
| C. String Trimming                                  | 10%         |
| D. Trash Removal, debris clean-up and power blowing | 10%         |
| <b>Total Value</b>                                  | <b>100%</b> |

**MM. Uniformity.**

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner to result in a stand of mowed grass or vegetation cut uniformly at a nominal four-inch height and with no streaks. The accumulation or the piling of cuttings will not be permitted.

**NN. Right of Way.**

Contractor will make every attempt to mow from right of way to right of way. Right of way is usually defined as all areas between fence-line to fence-line. **Contractor shall determine limits prior to beginning any work.**

**OO. Billing.**

Invoices submitted for payment shall contain company name, contract title/description, cycle number, beginning and ending dates and cycle cost. All invoices are to be submitted to Osceola County Expressway Authority, Attention Jeff Jones, 3 Courthouse Square, 2<sup>nd</sup> Floor, Kissimmee, Florida 34741

**PP. Minimum Equipment.**

Due to the size and scope of the services to be provided for the mowing of the Poinciana Parkway, the Contractor is required to possess and maintain a minimum of the following equipment. If the proposer intends to utilize sub consultants, the sub consultant must meet and possess the same minimum qualifications as noted below.

1. One (1) 100hp Tractor with 15-foot batwing deck mower
2. Four (4) Commercial zero turn mowers with a minimum of a 60-inch deck
3. Four (4) Commercial string trimmers
4. Four (4) Commercial edgers
5. Two (2) Commercial backpack blowers

**QQ. Trimming:** Contractor shall maintain a neat finished appearance on all trees, shrubs and small plants by means of trimming, pruning and removing any branches that are dead or in conflict with pedestrians or the flow of vehicular traffic. This includes the removal of undesired growth at the base of the trees and shrubs. The contractor shall be responsible for the disposal of all cuttings and trimmings that result from service performance. Contractor shall not use County dumpsters.

1. **Maintenance of Trees & Shrubs:** Tree maintenance is an integral part of this scope. Tree maintenance encompasses maintaining newly planted trees and shrubs as well as maintaining established older trees and shrubs. Tree maintenance will include pruning to allow for proper clearances as well as for the integrity of the tree. The cost for maintenance of trees and shrubs shall be included in the contract cost.
2. **Tree Replacement:** Trees that have died, been destroyed or damaged will require replacement from time to time. The replacement of trees will be coordinated between the contractor and the County's Project Manager. No trees are to be replaced or purchased without the approval of the County's Project Manager. Replacement trees will be purchased from vendors approved by the County. The cost of replacement trees is outside the scope of this bid and will be paid for by the County, not by the contractor.
3. **Pruning of Trees, Palms & Shrubs:** All pruning shall require the removal of branches and twigs that may interfere with the safe passage of pedestrians along the walkway. All pruning shall remove the branch or twig back to the next largest branch. The second purpose of pruning shall be to improve trunk and branch structure. Suckers or shoots shall be removed to maintain the main trunk or multiple trunks of the tree. Palms shall be trimmed as needed or as determined by the

County's Project Manager. Palms shall be trimmed to remove dead fronds, seedpods and should resemble a 10:00 o'clock and 2:00 o'clock position. **Palms will be trimmed twice per year when directed by the County.**

- a. The contractor shall eliminate all bracing and tree supports, as trees become self-supporting. Tree supports that must remain shall be kept in good repair and functioning at all times with trees fully protected.
  - b. All specified trees shall be pruned back by the contractor from the edges of roads, driveways, fences and sidewalks and ensure the safety of citizens and the protection of property. The contractor shall prune all specified trees to encourage a healthy natural growth pattern for each specific variety. All pruning shall encourage the development of eventual and future branching structure. All pruning shall be done according to accepted industry practices and standards. Pruning shall be accomplished to keep trees clear of all vehicular doors and windows. **Any low hanging limbs or branches that pose a threat to the public shall be pruned and removed by the contractor.** Pruning shall also provide a neat and well-manicured appearance. **Trees or encroaching brush that obstructs the sidewalks must be cut back and trimmed up to a height of 8ft as to not interfere with pedestrian travel.**
  - c. The contractor shall remove sucker growth and dead material from the bases of all trees at soil level to include the trunk lines. Sucker growth shall also be removed from the soil line to the main branches. The contractor shall report any unusual hazards to the County's representative.
  - d. Trees shall be maintained to provide a neatly groomed and healthy appearance in accordance with specifications. If at any time the County's representative deems the work unsatisfactory, the services will be performed again at no additional cost to the County.
  - e. Prune all trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed. All Tree branches are to be trimmed to a height to allow adequate clearance for mowers, pedestrians, etc., but are encouraged to hang over walks with adequate clearance for pedestrians. Trees that are determined to be a sight issue are to be trimmed immediately once the contractor is notified.
  - f. Ligustrum plants shall be pruned as needed when directed by the County's Project Manager.
4. **Uprooted Trees & Shrubs:** Upon notification from the County's Project Manager, the Contractor shall upright and properly secure all trees and shrubs to original position within 48 hours to prevent further damage or loss of the trees and shrubs. Failure to comply within the specified time limit which results in irreversible damage to the trees and/or shrubs will result in replacement of trees and/or shrubs with all costs incurred by the contractor.



**Exhibit "B"**  
**Pricing Schedule**

| <i>Year One</i> |   |                   |                                    |                       |
|-----------------|---|-------------------|------------------------------------|-----------------------|
| <b>Item</b>     | <b>Description</b>  | <b>Unit Price</b> | <b>Estimated Quantity Annually</b> | <b>Extended Price</b> |
| 1.              | Mowing, Edging, Trash Removal, Trimming, Blowing, etc.    | \$ 8,000.00       | 22 cycles                          | \$ 176,000.00         |
| 2.              | Fence Line Spraying                                       | \$ 800.00         | 12 cycles                          | \$ 9,600.00           |
| 3.              | Mowing and Trimming Around 733 Trees on Poinciana Parkway | \$ 900.00         | 22 cycles                          | \$ 19,800.00          |
| 4.              | Annual Tree Trimming – 42 Crape Myrtles                   | \$ 15.00          | 42 trees at 1 cycle annually       | \$ 630.00             |
| 5.              | Annual Tree Trimming – 233 Pindo/Sabal Palms              | \$ 25.00          | 233 trees at 1 cycle annually      | \$ 5,825.00           |
| 6.              | Annual Tree Trimming – 10 Bismarck Palms                  | \$ 50.00          | 10 trees at 1 cycle annually       | \$ 500.00             |
| 7.              | Subtotal – Year One                                       |                   |                                    | \$ 212,355.00         |

| <i>Year Two</i> |   |                   |                                    |                       |
|-----------------|---|-------------------|------------------------------------|-----------------------|
| <b>Item</b>     | <b>Description</b>  | <b>Unit Price</b> | <b>Estimated Quantity Annually</b> | <b>Extended Price</b> |
| 1.              | Mowing, Edging, Trash Removal, Trimming, Blowing, etc.    | \$ 8,000.00       | 22 cycles                          | \$ 176,000.00         |
| 2.              | Fence Line Spraying                                       | \$ 800.00         | 12 cycles                          | \$ 9,600.00           |
| 3.              | Mowing and Trimming Around 733 Trees on Poinciana Parkway | \$ 900.00         | 22 cycles                          | \$ 19,800.00          |
| 4.              | Annual Tree Trimming – 42 Crape Myrtles                   | \$ 15.00          | 42 trees at 1 cycle annually       | \$ 630.00             |
| 5.              | Annual Tree Trimming – 233 Pindo/Sabal Palms              | \$ 25.00          | 233 trees at 1 cycle annually      | \$ 5,825.00           |
| 6.              | Annual Tree Trimming – 10 Bismarck Palms                  | \$ 50.00          | 10 trees at 1 cycle annually       | \$ 500.00             |
| 7.              | Subtotal – Year Two                                       |                   |                                    | \$ 212,355.00         |

**Year Three**

| <b>Item</b> | <b>Description</b>  | <b>Unit Price</b> | <b>Estimated Quantity Annually</b> | <b>Extended Price</b> |
|-------------|---|-------------------|------------------------------------|-----------------------|
| 1.          | Mowing, Edging, Trash Removal, Trimming, Blowing, etc.    | \$ 8,000.00       | 22 cycles                          | \$ 176,000.00         |
| 2.          | Fence Line Spraying                                       | \$ 800.00         | 12 cycles                          | \$ 9,600.00           |
| 3.          | Mowing and Trimming Around 733 Trees on Poinciana Parkway | \$ 900.00         | 22 cycles                          | \$ 19,800.00          |
| 4.          | Annual Tree Trimming – 42 Crape Myrtles                   | \$ 15.00          | 42 trees at 1 cycle annually       | \$ 630.00             |
| 5.          | Annual Tree Trimming – 233 Pindo/Sabal Palms              | \$ 25.00          | 233 trees at 1 cycle annually      | \$ 5,825.00           |
| 6.          | Annual Tree Trimming – 10 Bismarck Palms                  | \$ 50.00          | 10 trees at 1 cycle annually       | \$ 500.00             |
| 7.          | Subtotal – Year Three                                     |                   |                                    | \$ 212,355.00         |

|  |                    |                     |
|--|--------------------|---------------------|
|  | <b>Grand Total</b> | <b>\$637,065.00</b> |
|--|--------------------|---------------------|

# EXHIBIT "2"

## AGREEMENT

**THIS AGREEMENT** is made by and between OSCEOLA COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate created by Part V, Chapter 348, Florida Statutes, 3 Courthouse Square, Second Floor, Kissimmee, Florida 34741, hereinafter referred to as the "AUTHORITY, and Chavez's Lawn Services, Inc., P.O. Box 700428, Saint Cloud, Florida 34769, hereinafter referred to as the "CONTRACTOR".

### *WITNESSETH:*

**WHEREAS**, the AUTHORITY has competitively solicited for Mowing of the Poinciana Parkway, pursuant to RFP-16-8025-TP; and

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

### SECTION 1. TERM.

The term of this Agreement shall begin on date of execution by the Osceola County Expressway Authority and continue through September 30, 2019, and may be extended when in the best interest of the Osceola County Expressway Authority.

### SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein.

### SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Such

lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

**SECTION 4. STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 5. COMPENSATION.**

- A. The amount to be paid under this Agreement for services rendered will not exceed One Hundred Eighty-Five Thousand Six Hundred and 00/100 Dollars (\$185,600.00) annually, for a total not to exceed amount of Five Hundred Fifty-Six Thousand Eight Hundred and 00/100 Dollars (\$556,800.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

**SECTION 6. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

**SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

**SECTION 8. INSURANCE.**

- A. The CONTRACTOR shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the AUTHORITY, in the form of a certificate prior to the start of any work, nor shall the CONTRACTOR allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The CONTRACTOR shall maintain the following types of insurance, with the respective minimum limits:
  - 1. AUTOMOBILE PUBLIC LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
  - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;

3. DAMAGE to RENTED PREMISES - Fifty Thousand Dollars (\$50,000.00), Any single occurrence;
  4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) - Any one person;
  5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
  6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);
  7. PRODUCTS - COMPLETED OPERATIONS AGGREGATE: Two Million Dollars (\$2,000,000.00)
  8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00): and,
  9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the AUTHORITY in the event of litigation against same.
- C. The CONTRACTOR shall name the "Osceola County Expressway Authority" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.
- D. The CONTRACTOR shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
- a. The name of the insured CONTRACTOR,
  - b. The specified job by name and job number,
  - c. The name of the insurer,
  - d. The number of the policy,
  - e. The effective date.
  - f. The termination date,
  - g. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
  - h. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable:

**Osceola County Expressway Authority  
3 Courthouse Square, Second Floor  
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- F. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.
- G. The AUTHORITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County Expressway Authority. The liability policies shall be Primary/Non-Contributory.

**SECTION 9. AUTHORITY OBLIGATIONS.**

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 10. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

**SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action,

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

**SECTION 12. PUBLIC RECORDS.**

- A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Public Information Office  
1 Courthouse Square, Suite 3100  
Kissimmee, Florida 34741  
407-742-0100  
[BCCPIO@osceola.org](mailto:BCCPIO@osceola.org)

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:**

- 1. Keep and maintain public records required by the AUTHORITY to perform the service.**
- 2. Upon request from the AUTHORITY'S custodian of public records, provide the AUTHORITY 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 by Florida 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 AUTHORITY.**
- 4. Upon completion of the contract, transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the AUTHORITY to perform the service. If the CONTRACTOR transfers all public records to the AUTHORITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the**



CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY'S custodian of public records, in a format that is compatible with the information technology systems of the county.

5. If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the contract.

### **SECTION 13. INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

### **SECTION 14. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

### **SECTION 15. COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

### **SECTION 16. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors,

representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

**SECTION 17. SOVEREIGN IMMUNITY**

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 18. BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

**SECTION 19. BINDING EFFECT.**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 20. ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

**SECTION 21. SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 22. WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained,

shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election. but same shall remain in full force and effect.

**SECTION 23. NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Osceola County Expressway Authority  
3 Courthouse Square, Second Floor  
Kissimmee, Florida 34741

CONTRACTOR: Chavez's Lawn Services, Inc.  
P.O. Box 700428  
Saint Cloud, Florida 34770

**SECTION 24. MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 25. HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 26. ADMINISTRATIVE PROVISIONS.**

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**SECTION 27. CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

**SECTION 28. PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or contractor in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

**SECTION 29. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**SECTION 30. JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 31. EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 32. AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the

CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

**SECTION 33. PROJECT MANAGERS.**

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The AUTHORITY Project Manager's contact information is as follows:

Jeff Jones, Strategic Initiatives Director  
Osceola County Expressway Authority  
3 Courthouse Square, Second Floor  
Kissimmee, Florida 34741  
Phone: (407) 742-2395  
Email: [jeff.jones@osceola.org](mailto:jeff.jones@osceola.org)

B. The CONTRACTOR Project Manager's contact information is as follows:

Adrian Chavez, Project Manager  
Chavez's Lawn Services, Inc.  
P.O. Box 700428  
Saint Cloud, Florida 34770  
Phone: 407-948-1798  
Email: [chavezslawn@embarqmail.com](mailto:chavezslawn@embarqmail.com)

**SECTION 34. PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County Expressway Authority shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County Expressway Authority are protected from any emergency situation that threatens public health and safety as determined by the AUTHORITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the AUTHORITY or governmental entities on a "first priority" basis. The AUTHORITY expects to

pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the AUTHORITY with products and/or services not under this Agreement, the AUTHORITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 11 day of November, 2016.

OSCEOLA COUNTY EXPRESSWAY  
AUTHORITY

By: [Signature]  
Chairman/Designee

Date: 11/10/16

CHAVEZ'S LAWN SERVICES, INC.

By: [Signature]

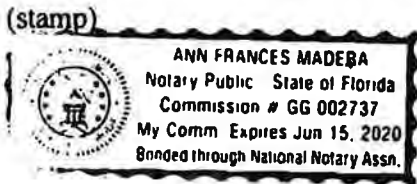
Print: Adrian F. Chavez

Title: Operations Manager

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was executed before me this 07<sup>th</sup> day of October, 2016, by Adrian Rodriguez Chavez as Operations Manager of Chavez's Lawn Services, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced FL DL C12001678 as identification.  
002-0

[Signature]  
NOTARY PUBLIC



**Exhibit "B"**  
**Pricing Schedule**

| Item | Description  | Unit Price | Estimated Quantity<br>Amount  | Extended Price       |
|------|--|------------|-------------------------------|----------------------|
| 1    | Mowing, Edging, Trash Removal,<br>Trimming, Blowing Etc.     | \$8,000    | 22 cycles                     | \$ 176,000.00        |
| 2    | Fence Line Spraying  | \$800      | 12 Cycles                     | \$ 9,600.00          |
| 3    | Mowing and Trimming around 733<br>Trees on Poinciana Parkway | \$900      | 22 Cycles                     | \$19,800.00          |
| 4    | Annual Tree Trimming - 42 Crape<br>Myrtles                   | \$15.00    | 42 Trees - 1 Annual<br>Cycle  | \$630.00             |
| 5    | Annual Tree Trimming - 233 Pindo /<br>Sabal Palms            | \$25.00    | 233 Trees - 1 Annual<br>Cycle | \$5,825.00           |
| 6    | Annual Tree Trimming - 10 Bismarck<br>Palms                  | \$50.00    | 10 Trees - 1 Annual<br>Cycle  | \$500.00             |
| 7    | Additional Litter Removal                                    | \$1,250.00 | 2 -Cycles per Month           | \$30,000             |
| 8    | Emergency Pickup Contingency                                 | \$500.00   |                               | \$5,000              |
| 9    | Contract Contingency   |            |                               | \$2,645.00           |
|      | <b>Total</b>   |            |                               | <b>\$ 250,000.00</b> |



**CONSENT AGENDA ITEM  
#24**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of First Contract Renewal with Quest Corporation of America, Inc. for  
Public Information Services  
Contract No. 001298

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Board approval is requested for the first renewal of the referenced contract with Quest Corporation of America, Inc. in the amount of \$494,337.39 for one year beginning November 9, 2020 and ending November 8, 2021. The original contract was for three years with two one-year renewals.

The services include providing public information support for projects in the five year work plan.

|                              |                      |
|------------------------------|----------------------|
| Original Contract            | \$1,305,752.36       |
| Supplemental Agreement No. 1 | \$ 677,592.00        |
| First Renewal                | <u>\$ 494,337.39</u> |
| Total                        | \$2,477,681.75       |

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: *Angela Melton*                      *Michelle Maikisch*  
Angela Melton                                      Michelle Maikisch  
Manager of Communications

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001298**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and QUEST CORPORATION OF AMERICA, INC., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated November 9, 2017, (collectively, the “Original Agreement”), with a Notice to Proceed date of November 9, 2017, whereby CFX retained the Consultant to perform public information services; and

**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on November 9, 2020 and end on November 8, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$439,337.39 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**QUEST CORPORATION OF AMERICA, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUPPLEMENTAL AGREEMENT NO. 1  
TO  
AGREEMENT FOR PUBLIC INFORMATION SERVICES  
CONTRACT NO. 001298**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 13<sup>th</sup> day of June 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and QUEST CORPORATION OF AMERICA, INC. (the "Contractor").

**WITNESSETH:**

WHEREAS, CFX and the Contractor on November 9, 2017, entered into an Agreement whereby CFX retained the Contractor to provide public information services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$677,592.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Contractor hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated November 9, 2017;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$677,592.00 which shall make the total not-to-exceed amount of the Contract \$1,983,344.36

CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Contractor's waiver of all future rights for additional compensation which is not already defined herein.


'19 JUN 17 AM 10:15

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on June 13, 2019.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:   
Director of Procurement

**QUEST CORPORATION OF AMERICA, INC.**

By:   
Diane Hackney  
Print Name

Title: Assistant Vice President

Witness: 

Date: 6/14/19

'19 JUN 17 AM 10:15

Approved as to form and execution, only.

  
General Counsel for CFX

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
QUEST CORPORATION OF AMERICA, INC.**

**PUBLIC INFORMATION SERVICES**

**CONTRACT NO. 001298**

**CONTRACT DATE: NOVEMBER 9, 2017  
CONTRACT AMOUNT: \$1,305,752.36**

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET,  
METHOD OF COMPENSATION, AND POTENTIAL  
CONFLICT DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, PRICING SHEET, METHOD OF  
COMPENSATION, AND POTENTIAL CONFLICT DISCLOSURE FORM**

**PUBLIC INFORMATION SERVICES**

**CONTRACT NO. 001298**

**NOVEMBER 2017**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**



**TABLE OF CONTENTS**

| <u>Section</u> | <u>Title</u>                                   | <u>Page</u> |
|----------------|--|-------------|
| C              | CONTRACT                                       | 1 to 19     |
|                | Exhibit "A" SCOPE OF SERVICES                  | A-1 to A-6  |
|                | Exhibit "B" PRICING SHEET                      | B-1         |
|                | Exhibit "C" METHOD OF COMPENSATION             | C-1 to C-3  |
|                | Exhibit "D" POTENTIAL CONFLICT DISCLOSURE FORM | D-1 to D-6  |

**CONTRACT**

This Contract is made this 9<sup>TH</sup> day of November 2017, 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 Quest Corporation of America, Inc., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 17220 Camelot Ct., Land O' Lakes, FL. 34638, 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 Public Information Services and related tasks as may be assigned to the CONTRACTOR by CFX; and

**WHEREAS**, on or about August 14, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

**WHEREAS**, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; 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 hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years days 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 two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The not-to-exceed Contract Amount for the Initial Contract Term is \$1,305,752.36 as outlined in Option 1 of the Pricing Sheet attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

**4. AUDIT AND EXAMINATION OF RECORDS**

**4.1 Definition of Records:**

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have

been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## **5. PUBLIC RECORDS**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.**

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

#### **6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D."**

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**

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** 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.

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.

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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

## **9. CONTRACTOR RESPONSIBILITY**

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. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

|                          |                        |
|--------------------------|------------------------|
| Kathy Putnam, Senior PIO | Cliff Davy, Senior PIO |
| Shari Croteau, PIO       | Sara Shepherd, PIO     |
| Lisa Mark, PIO           |                        |

and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

**15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

**16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances.

Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**17. SUBLETTING AND ASSIGNMENT**

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors  
Environmental Transportation Planning - *UN# 30832*  
Greenlando Consulting -

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 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 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.

**18. 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.

**19. 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.

**20. 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.

**21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real

property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

**22. APPLICABLE LAW; VENUE**

This 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.

**23. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR’s employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR’s employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR’s employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

**24. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women’s business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX’s interpretation of the Contract.



**25. 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.

**26. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

27.1 Immediately upon expiration or termination of this Contract 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

27.2 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.

**28. 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. ASSIGNMENT**

This Contract may not be assigned without the written consent of CFX.

**29. 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.

**30. 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.

**31. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX:                   CENTRAL FLORIDA EXPRESSWAY CFX  
                          4974 ORL Tower Road  
                          Orlando, Florida 32807  
                          ATTN: Joe Passiatore, General Counsel

Contract No. 001298

CONTRACTOR: QUEST CORPORATION OF AMERICA, INC.  
17220 Camelot Court  
Land O' Lakes, Florida 34638  
ATTN: Diane Hackney

**32. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Pricing Sheet

Exhibit "C" Method of Compensation

Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001298

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 9, 2017.

ACCEPTED AND AGREED TO BY:

QUEST CORPORATION OF AMERICA, INC.

By: [Signature]  
Vice President

Title

ATTEST: [Signature] (Seal)

DATE: 11/16/17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]  
Director of Procurement

2017 NOV 20 AM 9:39

Print Name: Aneth Williams

Date: 12/13/17

*Approved as to form and execution for the use and reliance by CFX only.*

[Signature]  
General Counsel for CFX

**SCOPE OF SERVICES  
PUBLIC INFORMATION SERVICES  
CONTRACT NO. 001298**

**1.0 GENERAL**

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for projects included in the Central Florida Expressway Authority's (CFX) 5-year work plan, excluding Wekiva Parkway projects, as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets CFX's needs.

**2.0 CONTRACTOR SERVICES**

The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by CFX. The Contractor shall work closely with CFX's Public Outreach and Communications Team and designated Project Manager in providing the services included in this Scope of Services, as directed by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by CFX. Should there be circumstances in which new or replacement personnel is required during the contract period, the Contractor will notify and present such changes in advance of making any changes to CFX.

**2.1 Public Involvement**

**Overview**

The Central Florida Expressway Authority (CFX) understands that extensive public involvement is needed through all phases of a project, from the early planning stages through the end of construction. CFX is in compliance with Florida Department of Transportation (FDOT) public involvement policies, practices and other legal foundations for public involvement as outlined in the FDOT *Public Involvement Handbook* (July 2015). The FDOT *Public Involvement Handbook* provides techniques and methods to encourage meaningful public participation throughout the transportation decision-making process. It also provides guidance for developing and implementing effective public involvement activities during PD&E, Design and Construction that meet and/or exceed state and federal requirements.

2.1.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of a project. The Contractor, per the direction of the Project Manager, shall scale public involvement efforts to match the magnitude and complexity of each construction project.

2.1.2 The Contractor shall provide the Project Manager with drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, elected/appointed/stakeholder mailing lists, advertisements, fact sheets, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and/or distribution.

2.1.3 In addition to public involvement data collection, the Contractor shall assist CFX in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of CFX (See Section 2.3.7 - Project Database).

2.1.4 The Contractor shall provide all support necessary for CFX to hold or participate in various public meetings and events. For any of public meetings, the Contractor shall prepare and/or provide as directed by CFX:

- Scripts or agenda for presentation.
- Handouts, name tags and sign in sheets
- Graphics for presentations
- Photos from events and public meetings
- Meeting equipment set-up and tear-down
- Legal and/or display advertisements. The Contractor may, at CFX's sole discretion, be required to pay for the cost of publishing and will be reimbursed through the Allowance for Assignment Expenses
- Letters for notification of elected and appointed officials, property owners and other interested parties. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses
- News releases and social media posts / notifications, for use three to five days prior to meeting
- Summary notes of meetings to be provided to CFX no later than 5 business days after the meeting
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.1.5 The Contractor shall research potential meeting sites to advise CFX on their suitability. The Contractor may, at CFX's sole discretion, be required to pay all costs for meeting site rents and insurance and be reimbursed through the Allowance for Assignment Expenses.

2.1.6 The Contractor shall attend the meetings with an appropriate number of personnel to assist CFX's Project Manager and Communications Team.

2.1.7 In addition to scheduled public meetings, the Contractor may, at CFX's sole discretion, be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The Contractor's participation may include but not limited to, participation during the meeting, note taking, and summarizing the meeting in a memo to the file.

2.1.8 The Contractor shall work directly with the CFX's Project Manager to identify and execute community outreach opportunities related to projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners' Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.1.9 The Contractor, as directed by the Project Manager, shall coordinate and conduct a pre-construction public meeting with the engineering and/or construction teams at least one month prior to the start of major construction projects.

2.1.10 Special Meetings - When a specific issue arises that requires immediate attention, the Contractor shall, as directed by CFX' Project Manager, arrange field meetings with residents and/or business owners to address their issues directly and quickly.

2.1.11 The Contractor shall provide staffing support, as directed by CFX's Project Manager, for public events and festivals.

2.1.12 The Contractor shall identify opportunities to conduct educational outreach and, with approval from CFX, present to area schools students (such as participation in Orange County Public School's 'Be A Teacher For A Day' program).

## 2.2 Public Hearings

2.2.1 The Contractor shall follow guidelines set forth by the Florida Department of Transportation's Public Involvement Handbook as it pertains to the requirements for Public Hearings including the following:

2.2.2 Public officials and Agency letters. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.3 Property owner letters. The Contractor shall provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes. The Contractor may, at CFX's sole discretion, be required to pay for first class postage and be reimbursed through the Allowance for Assignment Expenses.

2.2.4 The Contractor shall provide the following items for public hearings:

- All elements of the multi-media presentation
- Graphics and photographs
- Displays of plans and report(s) for the public display
- Prepare a sufficiency review with the project team and CFX staff at least one week prior to the public hearing for the review of all meeting materials

- Brochures and/or handouts (printed in sufficient numbers to accommodate the number of attendees)
- Prepare public advertisements
- Court Reporter
- A meeting summary report
- Briefing and debriefing to appropriate CFX staff

2.2.5 The Contractor shall procure a verbatim transcript of the Public Hearing. The Contractor shall combine the transcript with any letters received by CFX as part of the public hearing record, affidavits of publication of legal ads and shall provide copies of the transcript for CFX's use. The Contractor shall also prepare a Public Hearing Summary and Transcript if the project will be processed as a Categorical Exclusion.

## 2.3 Public Information

2.3.1 The Contractor shall prepare a Community Awareness Plan (CAP) for each project at a minimum of 6 weeks prior to the start of construction. The objective of the CAP is to establish a clear plan on how the stakeholders (local governments, property owners, tenants, businesses, motorists and the public) will be notified of the planned project and how they will continue to be informed throughout construction. The CAP contains a comprehensive inventory of project stakeholders and identifies potential challenges and issues that might arise during construction. The CAP also identifies potential challenges and serves as a proactive 'road map' of how the public involvement effort will address those challenges.

2.3.2 Project Factsheets - Following Florida's Plain Language Initiative Guidelines, the Contractor shall create customized Fact Sheets for CFX construction projects. The Fact Sheets provide a project overview (including the scope, limits and duration), a map graphic and details noting the benefits of the project. The Contractor shall disseminate the Fact Sheets to the project stakeholders prior to the start of construction and place them on the project webpage on CFX's website.

2.3.3 Website – CFX creates a unique section on our website for current and planned construction projects containing project information, maps, pictures and even videos. The Contractor shall submit project updates directly to CFX' website as appropriate. The Contractor, at CFX's sole discretion, may also be required to create project web pages/websites throughout the planning and construction process.

2.3.4 Construction Alerts – The Contractor shall prepare and distribute, following the review and approval of CFX's Project Manager, construction alerts about construction-related closures and detours. The construction alerts shall describe the traffic impacts, provide a brief summary of the construction project and a point of contact for additional information. The Contractor shall email the alerts to the media, emergency services and other stakeholders. The Contractor shall also post the alerts on CFX's website.



**2.3.5 Additional Notifications – To provide advanced information about major construction-related events, the Contractor shall coordinate with CFX to send customized email alerts to E-PASS customers. The email alerts shall be sent approximately 2-3 days prior to the scheduled construction event and shall be targeted to E-PASS customers that travel through the specific work area.**

**In cases where construction may impact nearby homes or businesses (such as night work, pile driving, or street closures), the Contractor shall prepare and distribute Door Hanger Flyers (typically double-sided with one English side and one Spanish side). The door hangers shall provide details about the work, the possible impact and a point of contact for questions or additional information.**

**In unique cases when a major travel impact is planned, the Contractor shall coordinate with CFX to design and print flyers to be distributed to customers using the Cash/Receipt lanes at Main Toll Plazas. The flyers are typically distributed 4-5 days prior to the scheduled work.**

**2.3.6 The Contractor shall respond to calls to CFX’s public information cell phone hotlines within one hour of receipt, or the morning of the next business day if received after hours or on the weekend. CFX will provide the phones and service.**

**2.3.7 Project Database – the Contractor shall create a customized database for each construction project. The Contractor shall continuously update the databases with a comprehensive record of all contacts made, action taken, and information received and disseminated throughout the life of each construction project. The Contractor shall provide CFX’s Communications team a weekly report for each of the active projects or as requested.**

**2.3.8 Media Outreach - Reaching out to the media to make them aware of pending projects and major activities helps CFX to foster trust and openness. The Contractor shall be responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc. All press releases and construction alerts should be submitted to CFX’s Project Manager at least three (3) days prior to the distribution deadline. The Contractor is also required to conduct media outreach and interviews as directed by CFX. The Contractor shall carbon copy CFX’s communication team on all media related emails and notify CFX of any and all media inquiries in a timely manner. The Contractor shall also maintain a comprehensive Media Contact database for use in media outreach efforts.**

**2.3.9 Social Media - The Contractor is required to post construction and project alerts on CFXway.com and post social media updates as directed to CFX’s social media platforms.**

**2.3.10 Weekly coordination meetings - The Contractor shall prepare the Agenda for the weekly PIO Coordination meetings with CFX’s Public Outreach and Communications team.**

2.3.11 Newsletter content - CFX sends out a monthly electronic newsletter, *Driving CFX*. The newsletter shares CFX information and updates. The newsletter is emailed to drivers who sign up online at [www.CFXway.com](http://www.CFXway.com). CFX also distributes a monthly newsletter, *Leading CFX*, to elected officials and transportation stakeholders. The Contractor will submit articles and photos monthly for the CFX newsletter.

2.3.12 The Contractor shall provide the CFX Public Outreach and Communications team with brief and timely project updates that will be distributed through an email to elected officials and key stakeholders by the CFX team.

2.3.13 The Contractor shall track and coordinate any project related damage claims.

2.3.14 The Contractor shall attend project progress meetings.

2.3.15 The Contractor shall take meeting notes as necessary.

## 2.4 **Quality Control**

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract and ensuring that all work meets CFX standards and criteria. The plan should outline processes for the measures and ensure that individuals performing quality checks are not directly involved with the day to day tasks but an oversight group of qualified contractor team members.

## 3.0 **ADDITIONAL SERVICES**

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM  
#25**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of Supplemental Agreement No. 1 and First Contract Renewal with Day Communications, Inc. for Public Outreach Education and Communications Consultant Services  
Contract No. 001299

---

Board approval of Supplemental Agreement No. 1 and First Renewal of the referenced contract with Day Communications, Inc. in the amount of \$360,000.00 and \$1,240,000.00 respectively is requested. Supplemental Agreement No. 1 will continue services through December 31, 2020. The First Contract Renewal is for one year beginning January 1, 2021 and ending December 31, 2021. The original contract was for three years with two one-year renewals.

Additional funding for continuation of services is requested for Supplemental Agreement No. 1. Since the award of the contract in December 2017, there has been sustained marketing program growth, new product launches and new program initiatives, as well as significant unforeseen need for crisis communications.

The services for the First Contract Renewal include development and execution of marketing strategies, and public outreach and communications to support CFX and E-PASS products.

This contract is a component of projects included in the Five-Year Work Plan and is included in the OM&A Budget.

|                              |                       |
|------------------------------|-----------------------|
| Original Contract            | \$3,138,000.00        |
| Supplemental Agreement No. 1 | \$ 360,000.00         |
| First Renewal                | <u>\$1,240,000.00</u> |
| Total                        | \$4,738,000.00        |

The contract is a component of projects included in the Five-Year Work Plan and is included in the OM&A Budget.

Reviewed by: *Angela Melton*  
Angela Melton  
Manager of Communications

*Michelle Maikisch*  
Michelle Maikisch

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CONTRACT RENEWAL NO. 1 AGREEMENT  
CONTRACT NO. 001299**

**THIS CONTRACT RENEWAL NO. 1 AGREEMENT** (“Renewal Agreement”), is made and entered into this 13th day of August 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and DAY COMMUNICATIONS, INC., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

**WITNESSETH**

**WHEREAS**, CFX and the Consultant entered into that certain Contract Agreement dated September 13, 2018, (collectively, the “Original Agreement”), with a Notice to Proceed date of December 14, 2017, whereby CFX retained the Consultant to perform public outreach education and communications consultant services; and

**WHEREAS**, pursuant to Article 2 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Renewal Contract, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.
2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on January 1, 2021 and end on December 31, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit “B”** of the Original Agreement, in an amount up to \$1,240,000.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, 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 Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Renewal Agreement to be executed by their duly authorized officers effective on the day and year set forth above.

**DAY COMMUNICATIONS, INC.**

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Aneth Williams, Director of Procurement

ATTEST: \_\_\_\_\_ (SEAL)

Secretary or Notary  
If Individual, furnish two witnesses:

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: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Diego "Woody" Rodriguez, General Counsel

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
PUBLIC OUTREACH EDUCATION AND COMMUNICATIONS CONSULTANT  
SERVICES  
CONTRACT NO. 001299  
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 13<sup>th</sup> day of August 2020, by and between Central Florida Expressway Authority (“CFX”) and Day Communications, Inc. (“Consultant”).

**WITNESSETH:**

WHEREAS, CFX and the Consultant on January 1, 2018, entered into an agreement (“the Contract”) whereby CFX retained the Consultant to provide public outreach education and communications consultant services; and

WHEREAS, CFX has determined it necessary to add additional funding for continued public outreach education and communication services.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the additional funding at a not-to-exceed cost of \$360,000.00.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

[ SIGNATURES TO FOLLOW ]

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Aneth Williams  
Director of Procurement

DAY COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

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



# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
DAY COMMUNICATIONS, INC.**

**PUBLIC OUTREACH EDUCATION AND  
COMMUNICATIONS CONSULTANT SERVICES**

**CONTRACT NO. 001299**

**CONTRACT DATE: DECEMBER 14, 2017  
CONTRACT AMOUNT: \$3,138,000.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, AND POTENTIAL CONFLICT  
DISCLOSURE FORM**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, AND  
POTENTIAL CONFLICT DISCLOSURE FORM**

**PUBLIC OUTREACH EDUCATION AND  
COMMUNICATIONS CONSULTANT SERVICES**

**CONTRACT NO. 001299**

**DECEMBER 2017**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

## **TABLE OF CONTENTS**

| <u>Section</u> | <u>Title</u>                       | <u>Page</u> |
|----------------|------------------------------------|-------------|
| C              | CONTRACT                           | C-1 to C-19 |
| EXHIBIT "A"    | SCOPE OF SERVICES                  | A-1 to A-3  |
| EXHIBIT "B"    | METHOD OF COMPENSATION             | B-1 to B-2  |
| EXHIBIT "C"    | POTENTIAL CONFLICT DISCLOSURE FORM | C-1 to C-6  |

**PUBLIC OUTREACH EDUCATION AND  
COMMUNICATIONS CONSULTANT SERVICES  
Contract No. 001299**

This Contract is made this 14<sup>th</sup> day of December 2017, 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 DAY COMMUNICATIONS, INC., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 501 S. New York Avenue, Suite 200, Winter Park, Florida 32789 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 public outreach education and communications consultant services and related tasks as may be assigned to the CONTRACTOR by CFX; and

**WHEREAS**, on or about October 09, 2017, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and

**WHEREAS**, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

**1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

## **2. TERM AND NOTICE**

The initial term of the Contract will be three (3) years days 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 two (2) one year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or

related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Initial Contract Term is \$3,138,000.00.

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.

### **4. AUDIT AND EXAMINATION OF RECORDS**

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the

CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

**5. PUBLIC RECORDS**

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.**

Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR



shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## **6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

## 7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices, and shall be in a form reasonably acceptable to CFX.

## 8. CONTRACTOR INSURANCE

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor’s activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 **Commercial General Liability:** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 **Workers' Compensation Insurance:** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 **Unemployment Insurance:** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 **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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

## **9. CONTRACTOR RESPONSIBILITY**

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. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the individuals listed below, hereinafter "Key Personnel."

##### Name and Title of Key Personnel

Amanda Day – Project Manager/Account Service  
Katherine Davis – Sr. Marketing Specialist  
Vanessa Torline – Media Buyer and Marketing Specialist  
Dori Madison – Communication Specialist

and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX.

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

#### **15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

#### **16. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws

and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**17. SUBLETTING AND ASSIGNMENT**

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees and the subcontractors listed below.

List of Subcontractors

|                           |                          |                  |                    |
|---------------------------|--------------------------|------------------|--------------------|
| Lure Design •             | Study Hall Research •    | Don Tracy •      | Jay Kossoff •      |
| Doverwood •               | SalterMitchell •         | Judy Tracy•      | Laughing Samurai • |
| Right Brain Media •       | Sara Brady PR •          | Net Conversion • | Promote Live •     |
| Varga Market Research •   | Push Button Productions• | Right Creative • | Selman Design •    |
| Jessica Adams Marketing • |                          |                  |                    |

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.

**18. 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.

**19. 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.

**20. 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.

**21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**22. APPLICABLE LAW; VENUE**

This 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.

**23. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

**24. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

**25. 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.

**26. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

27.1 Immediately upon expiration or termination of this Contract 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

27.2 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.

**28. 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. ASSIGNMENT**

This Contract may not be assigned without the written consent of CFX.

**29. 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.

**30. 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.

**31. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX:                   CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Joe Passiatore, General Counsel

CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Angela Melton

CONTRACTOR:       DAY COMMUNICATIONS, INC.  
501 S. New York Ave., Suite 200  
Winter Park, Florida 32789  
Attn: Amanda Day

**32. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

Exhibit "B" Method of Compensation

Exhibit "C" Potential Conflict Disclosure Form

[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 14, 2017.



ACCEPTED AND AGREED TO BY:

DAY COMMUNICATIONS, INC.

By: Amah Day  
President

ATTEST: Amah Day <sup>Title</sup> Secretary (Seal)

DATE: 1/18/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]  
Director of Procurement

Print Name: Amesh Williams

Date: 2/6/18

*Approved as to form and execution for the use and reliance by CFX only.*

Joseph Florio  
General Counsel for CFX

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**PUBLIC OUTREACH EDUCATION AND**  
**MARKETING CONSULTANT SERVICES**

1.0 DESCRIPTION

1.1 The Central Florida Expressway Authority (CFX) requires the services of a Public Outreach Education and Marketing Consultant (Consultant) to provide innovative communication and marketing services which will enhance the operations and image of CFX. Specific areas of services required consist of, but are not necessarily limited to, communication planning and implementation, marketing services, advertising services, public relations support, preparation of collateral, media assets, market research and project planning, coordination and implementation.

1.2 CFX has established the following goals and objectives for its communication and marketing program including:

- Increase public awareness of CFX's expressways and programs
- Communicate the benefits of using the CFX system and transponders
- Reach out to local communities with information about CFX programs and services
- Increase communication and outreach to minority communities
- Manage ongoing market research to determine customer profile, needs, and expectations
- Manage the CFX's image campaign for CFX programs and services
- Develop and coordinate media buys for all applicable channels and other materials typical to a comprehensive long term communication and marketing program
- Increase the CFX's reach through social media platforms.
- Participate in ever evolving website development for cutting edge communication
- Development and production of Agency annual reports
- Increase distribution channels

Anticipated projects include, but are not limited to, the following:

- PSA Campaigns
- Electronic Transponder Marketing
- Customer Loyalty Programs
- Customer Surveys
- Customer Communication and outreach

The Consultant shall make available the personnel, facilities, supplies, materials and resources, necessary to enable the CFX to achieve its communication and marketing goals. The Consultant shall work closely with CFX staff in providing the support services included in this project scope as directed by the CFX. The Consultant shall be responsible to ensure that sufficient staff or other resources are available to service multiple projects in progress concurrently.

- 1.3 CFX does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Consultant 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 consultants or CFX staff.

## 2.0 CONSULTANT SERVICES

- 2.1 The Consultant shall provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by the CFX to support CFX's communication and marketing program through task orders. CFX, at its option, may elect to expand, reduce or delete the extent of the work described herein. As used in the context of this Scope of Services, support shall be defined to include advising, informing, suggesting, evaluating, reviewing and quality assurance, recommending and planning the entire range of activities associated with communication and marketing. Attending and preparing for project meetings, in addition to providing reports and ROI reports, to support CFX communication and marketing efforts. All work subcontracted by the Consultant shall be specifically authorized and approved in advance by CFX through task orders.

- 2.2 Specific responsibilities of the Consultant shall include, but are not necessarily limited to: developing long range strategic plans, marketing plans; developing and producing advertisements; developing and producing media for communication channels; coordinating media buys and campaigns; developing video concepts, writing scripts and producing videos; developing and producing computer generated and/or slide presentations; development, production of agency annual reports; writing news articles for various publications; developing social media strategy; and providing photographic services.

## 3.0 SPECIAL TASKS ALLOWANCE

Special tasks may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No special tasks shall begin without prior written authorization to the Consultant to perform the work.

## 4.0 COMPENSATION

Compensation to the Consultant will be made in accordance with Exhibit B, Method of Compensation. The Consultant shall pay all applicable sales tax charged by outside



vendors/ sub-consultants for goods/services purchased by the Consultant in the performance of its responsibilities under the Contract. Any such sales tax paid by the Consultant will be reimbursed by CFX. However, CFX is exempt from sales tax billed directly.

#### 5.0 TERM OF CONTRACT AND RENEWAL OPTIONS

Work shall commence upon issuance of the written Notice to Proceed from CFX's Manager of Communication. The term and renewals options shall be as specified in the Contract.

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM  
#26**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: June 23, 2020

SUBJECT: Approval of Maintenance Agreement with AT&T  
for Analog Phone Line Service

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Board approval is requested to enter into a maintenance agreement with AT&T for analog phone line service in the amount of \$55,296.00 for a three year period. This agreement is an addendum to a Master Agreement CFX currently has with AT&T for the same service.

This agreement is included in the OM&A Budget.

Reviewed by: *Rafael Millan*  
Rafael Millan  
Director of IT

*Jim Greer*  
Jim Greer



**AT&T BUSINESS LOCAL CALLING**  
**ILEC PRICING SCHEDULE**  
**PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No.

|   |   |
|---|---|
| <b>Customer</b>   | <b>AT&amp;T</b>   |
| Central Florida Expressway<br>Street Address: 4974 ORL Tower Rd<br>City: Orlando State/Province: FL<br>Zip Code: 32807 Country: USA   | The applicable AT&T ILEC Service-Providing Affiliate  |
| <b>Customer Contact (for Notices)</b>   | <b>AT&amp;T Contact (for Notices)</b>   |
| Name: Juan Valenzuela<br>Title: Telecommunications Engineer<br>Street Address: 4974 ORL Tower Rd<br>City: Orlando<br>State/Province: FL<br>Zip Code: 32807<br>Country: USA<br>Telephone: 407-690-5115<br>Fax: none<br>Email: Juan.Valenzuela@cfxway.com<br>Customer Account Number or Master Account Number: 407-M12-9509-457 | Name: Ismael Gonzalez<br>Street Address: 6021 S Rio Grande Ave<br>City: Orlando State/Province: FL<br>Zip Code: 32809 Country: USA<br>Telephone: 407-256-7418 Fax: NONE<br>Email: <a href="mailto:ig2476@att.com">ig2476@att.com</a><br>Sales/Branch Manager: Timothy McCurry<br>SCVP Name: Dino Perone<br>Sales Strata: LED Sales Region: SE<br><b><u>With a copy (for Notices) to:</u></b><br>AT&T Corp.<br>One AT&T Way<br>Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: <a href="mailto:mast@att.com">mast@att.com</a> |
| <b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>  |   |
| Name:            Company Name:<br>Agent Street Address:            City:            State:            Zip Code:<br>Telephone:            Fax:            Email:            Agent Code   |   |

This AT&T Business Local Calling ILEC Pricing Schedule is part of the Agreement referenced above. This Pricing Schedule is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

|  |  |
|--|--|
| <b>Customer (by its authorized representative)</b> | <b>AT&amp;T (by its authorized representative)</b> |
| By:  | By:  |
| Printed or Typed Name:                             | Printed or Typed Name:                             |
| Title:   | Title:   |
| Date:  | Date:  |

**AT&T BUSINESS LOCAL CALLING  
ILEC PRICING SCHEDULE  
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

**1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION**

**1.1 Service and Service Provider**

| <b>Business Package ("Service")</b> | <b>Service Providing Affiliate(s) and Service Publication(s), as applicable</b> |
|-------------------------------------|---|
| AT&T Business Local Calling ("BLC") | Listed in Attachment A  |

**1.2 Service Description - Available Line Option Package(s); Service Components**

Identified for the Service in applicable Service Publication(s)

**1.3 Eligible Billing Telephone Numbers (BTNs)**

See Attachment B

**2. PRICING SCHEDULE TERM and EFFECTIVE DATES**

|  |  |
|--|--|
| <b>Pricing Schedule Term ("Term")</b>                        | 36 Months  |
| <b>Term Start Date</b>                                       | The next calendar day following initial implementation of Service in the applicable AT&T systems   |
| <b>Effective Date of Rates, Discounts and Billing</b>        | Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems |
| <b>Rates Following Termination or Expiration of the Term</b> | Applicable Service Publication rates in effect at time of termination or expiration  |

**3. RATES and INITIAL ORDER**

**3.1. Line Option Packages - Monthly Rates**

Package pricing does not include Additional Service Components as identified in the applicable Service Publication.

| <b>Line Option Packages</b>   | <b>State Availability</b>  | <b>Prices Per BLC Access Line, Per Month – 12 Month Term</b> | <b>Prices Per BLC Access Line, Per Month – 24 Month Term</b> | <b>Prices Per BLC Access Line, Per Month – 36 Month Term</b> |
|-------------------------------|--|--|--|--|
| <b>Unlimited A (Option A)</b> | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$44.00  | \$38.00  | \$37.00  |
| <b>Unlimited B (Option B)</b> | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$39.00  | \$33.00  | \$32.00  |

**AT&T BUSINESS LOCAL CALLING  
ILEC PRICING SCHEDULE  
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

**3.2. Additional Service Components (Vertical Features) - Monthly Rates and Non-recurring Charges**

| Each Additional Service Component – Vertical Feature (as identified in the applicable Service Publication) | Monthly Rate | Installation Non-recurring Charge (NRC) |
|--|--------------|---|
| Per BLC access line  | \$3.00       | As per applicable Service Publication   |

**3.3 Waiver of Non-Recurring Charges (NRCs) During Term**

| Waived Charges                         | Month of Term in which Charge is Waived        |
|--|--|
| NRC for establishing a BLC access line | Any  |
| NRC for adding or removing Hunting     | Any  |
| NRC for Additional Service Components  | First month, only for Customer's initial order |

**3.4 Quantity Commitment and Shortfall Adjustment Charge**

Only BLC access lines associated with a BTN listed in Attachment B or a BTN added to the Service by Customer during the Term contribute to the Quantity Commitment for purposes of calculating the Shortfall Adjustment Charge.

|                            |   |
|----------------------------|---|
| <b>Quantity Commitment</b> | In any month during the Term, Customer must maintain 80% of the applicable Quantity Commitment(s) (active and not on suspension), or the following Shortfall Adjustment Charge applies: |
| 20                         | Shortfall Adjustment Charge =<br>\$10.00 x ([80% x Quantity Commitment] – current number of access lines contributing to that Quantity Commitment)                                      |

**4. EARLY TERMINATION CHARGE**

If Customer terminates the Pricing Schedule before the expiration of the Pricing Schedule Term, Customer will pay the Early Termination Charge below, unless Customer concurrently replaces this Pricing Schedule with an AT&T ILEC business local exchange service agreement with a term equal or greater than the Pricing Schedule Term under this Pricing Schedule and a line commitment, as determined by AT&T, equal or greater than Quantity Commitment under this Pricing Schedule

| Service Components  | State for Customer's Main BTN identified on Attachment B                           | Rate for Early Termination Charges    |
|---|--|---------------------------------------|
| BLC access lines subject to Quantity Commitment   | AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NV, OH, OK, SC, TN, TX, WI | \$15.00                               |
| <b>Main BTN: 407-M12-9509-457</b>   |  | <b>State of Main BTN: (ex: IL) FL</b> |
| Early Termination Charge =<br>(Rate for Early Termination Charges) x (Quantity Commitment) x (number of months remaining in Term) |  |                                       |

The termination charges above may not apply if Customer terminates all or a portion of the Service for purposes of a migration to a qualifying AT&T Business Voice over IP (BVoIP) Service or AT&T Mobility Service as such migration is defined in the Service Publication.

**5. GENERAL PROVISIONS**

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed under a Line Option Package may not be placed on Customer-initiated temporary suspension.

**Attachments A and B follow**

**AT&T BUSINESS LOCAL CALLING  
ILEC PRICING SCHEDULE  
PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**

**ATTACHMENT A**

**AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE**

| Service Provider(s) | Service Publication(s) (incorporated by reference)  | Service Publication Location(s)  |
|---------------------|---|--|
| AT&T Alabama        | AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3  | <a href="http://cpr.att.com/pdf/al/product_line.htm">http://cpr.att.com/pdf/al/product_line.htm</a>  |
| AT&T Arkansas       | AT&T Arkansas Guidebook, including Part 4, Sec. 5   | <a href="http://cpr.att.com/guidebook/ar/index.html">http://cpr.att.com/guidebook/ar/index.html</a>  |
| AT&T California     | AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8<br>AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8 | <a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a><br><a href="http://cpr.att.com/guidebook/cf/index.html">http://cpr.att.com/guidebook/cf/index.html</a> |
| AT&T Florida        | AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3  | <a href="http://cpr.att.com/pdf/fl/product_line.htm">http://cpr.att.com/pdf/fl/product_line.htm</a>  |
| AT&T Georgia        | AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3  | <a href="http://cpr.att.com/pdf/ga/product_line.htm">http://cpr.att.com/pdf/ga/product_line.htm</a>  |
| AT&T Illinois       | AT&T Illinois Guidebook, including Part 4, Section 5  | <a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>  |
| AT&T Indiana        | AT&T Indiana Guidebook, including Part 4, Sec. 5  | <a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>  |
| AT&T Kansas         | AT&T Kansas Guidebook, including Part 4, Section 5  | <a href="http://cpr.att.com/pdf/ks/index.html">http://cpr.att.com/pdf/ks/index.html</a>  |
| AT&T Kentucky       | AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3   | <a href="http://cpr.att.com/pdf/ky/product_line.htm">http://cpr.att.com/pdf/ky/product_line.htm</a>  |
| AT&T Louisiana      | AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3  | <a href="http://cpr.att.com/pdf/la/product_line.htm">http://cpr.att.com/pdf/la/product_line.htm</a>  |
| AT&T Michigan       | AT&T Michigan Guidebook, including Part 4, Sec. 5   | <a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>  |
| AT&T Mississippi    | AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3  | <a href="http://cpr.att.com/pdf/ms/product_line.htm">http://cpr.att.com/pdf/ms/product_line.htm</a>  |
| AT&T Missouri       | AT&T Missouri Guidebook, including Part 4, Section 5  | <a href="http://cpr.att.com/guidebook/mo/index.html">http://cpr.att.com/guidebook/mo/index.html</a>  |
| AT&T Nevada         | AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8  | <a href="http://cpr.att.com/guidebook/nv/index.html">http://cpr.att.com/guidebook/nv/index.html</a>  |
| AT&T North Carolina | AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3   | <a href="http://cpr.att.com/pdf/nc/product_line.htm">http://cpr.att.com/pdf/nc/product_line.htm</a>  |
| AT&T Ohio           | AT&T Ohio Guidebook, including Part 4, Sec. 5   | <a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>  |
| AT&T Oklahoma       | AT&T Oklahoma Guidebook, including Part 4, Section 5  | <a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>  |
| AT&T South Carolina | AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3   | <a href="http://cpr.att.com/pdf/sc/product_line.htm">http://cpr.att.com/pdf/sc/product_line.htm</a>  |
| AT&T Tennessee      | AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3  | <a href="http://cpr.att.com/pdf/tn/product_line.htm">http://cpr.att.com/pdf/tn/product_line.htm</a>  |
| AT&T Texas          | AT&T Texas Guidebook, including Part 4, Section 5   | <a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>  |
| AT&T Wisconsin      | AT&T Wisconsin Guidebook, including Part 4, Sec. 5  | <a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>  |

**AT&T BUSINESS LOCAL CALLING**  
**ILEC PRICING SCHEDULE**  
**PROVIDED PURSUANT TO STANDARD SERVICE PUBLICATION RATES AND TERMS**  
**ATTACHMENT B**

**BILLING TELEPHONE NUMBER (BTN) LIST**

(All Lines under each BTN must be subscribed to a Line Option Package.)

| Region<br>(MW, SW, W, SE) | State<br>(ex. FL) | 10-digit BTN  |
|---------------------------|-------------------|---------------|
| SE                        | FL                | 407-648-9657  |
| SE                        | FL                | 407-M12- 8157 |
| SE                        | FL                | 407-M12-9509  |
|                           |                   |               |
|                           |                   |               |

| Region<br>(MW, SW, W, SE) | State<br>(ex: FL) | 10-digit BTN |
|---------------------------|-------------------|--------------|
|                           |                   |              |
|                           |                   |              |
|                           |                   |              |
|                           |                   |              |
|                           |                   |              |

If Customer has more than 10 BTNs, list BTNs in the box below.

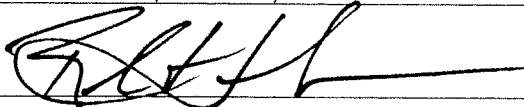




## MASTER AGREEMENT

|  |   |
|--|---|
| <b>Customer</b><br>Orlando-Orange County Expressway Authority<br>Street Address: 4974 ORL Tower Rd<br>City: Orlando State/Province: FL<br>Zip Code: 32807 Country: USA   | <b>AT&amp;T</b><br>AT&T Corp.   |
| <b>Customer Contact (for notices)</b><br>Name: Paul Crawford<br>Title: Manager<br>Street Address: 4974 ORL Tower Rd<br>City: Orlando State/Province: FL<br>Zip Code: 32807 Country: USA<br>Telephone: 407 690-5112<br>Fax:<br>Email: crawfordp@oocea.com | <b>AT&amp;T Contact (for notices)</b><br>Street Address: 6021 S Rio Grande Ave<br>City: Orlando State/Province: FL<br>Zip Code: 32809 Country: US<br><br>With a copy to:<br>AT&T Corp.<br>One AT&T Way<br>Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com |

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

|   |   |
|---|---|
| <b>Customer</b><br>(by its authorized representative)                                   | <b>AT&amp;T</b><br>(by its authorized representative)       |
| By:  | By: eSigned - Merri Moore                                   |
| Name: <i>Robert Johnson</i>   | Name:   |
| Title: <i>Manager of Procurement</i>  | Title: Contract Manager                                     |
| Date: <i>8-13-2013</i>  | Date: 28 Aug 2013 <span style="float: right;">Im426c</span> |

**REVIEWED AND APPROVED.**

<sup>OLEA</sup>  
**BY LEGAL** *Joseph J. Permitta*

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

## MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

### 4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment is due within 45 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

## MASTER AGREEMENT

### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

### 5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

5.5 AT&T understands and acknowledges that Customer is subject to Florida Public Records Law, Chapter 119.

### 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

#### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT

## MASTER AGREEMENT

EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

## MASTER AGREEMENT

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

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### 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an

## MASTER AGREEMENT

upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. 1486061JA

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

### 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

### 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

#### 10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.



## MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege. 148606UA

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, P ICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



**CONSENT AGENDA ITEM  
#27**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 21, 2020

SUBJECT: Approval of Purchase Order to Dasher Technologies for Servers

---

Board authorization is requested to issue a purchase order to Dasher Technologies in the amount of \$111,056.80 for servers. This will be a cooperative (piggyback) procurement based on HP NASPO ValuePoint Master Agreement number MNNVP-134 and the State of Florida Participating Addendum number 43211500-WSCA-15-ACS.

The hardware is for expansion to the existing VMware Server environment.

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by: *Rafael Millan*  
Rafael Millan  
Director of IT

*Jim Greer*  
Jim Greer

**CONSENT AGENDA ITEM  
#28**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of Purchase Order to Amtech for E6 Readers

---

Board authorization is requested to issue a purchase order to Amtech in the amount of \$80,400.00 for eight (8) E6 Readers for the Toll System Upgrade Project.

This purchase is included in the Five-Year Work Plan.

Reviewed by: \_\_\_\_\_

  
Joann Chizlett  
Director of Special Projects

  
Jim Greer

**CONSENT AGENDA ITEM**

**#29**



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of Supplemental Agreement No. 9 with TransCore, LP for Toll System Upgrade  
Contract No. 001021

---

Board approval of Supplemental Agreement No. 9 with TransCore, LP for a not-to-exceed amount of \$90,324.81 is requested. The original contract was for five years with five one-year renewals.

The services include installation of additional conduits for seven (7) ramp plazas.

|  |                 |
|--|-----------------|
| Original Contract                                  | \$85,000,000.00 |
| Supplemental Agreement No. 1                       | \$ (693,692.16) |
| Supplemental Agreement No. 3                       | \$ 0.00         |
| Supplemental Agreement No. 2                       | \$ (75,000.00)  |
| Supplemental Agreement No. 4                       | \$ 1,102,791.68 |
| Supplemental Agreement No. 5                       | \$ 0.00         |
| Supplemental Agreement No. 6                       | \$ 39,491.54    |
| Supplemental Agreement No. 7                       | \$ 1,902,965.56 |
| Supplemental Agreement No. 8                       | \$ 42,482.16    |
| Amendment No. 1 to<br>Supplemental Agreement No. 8 | \$ 85,953.53    |
| Supplemental Agreement No. 9                       | \$ 90,324.81    |
| Total  | \$87,495,317.12 |

This contract is included in the Five-Year Work Plan.

Reviewed by:   
Joan Chizlett  
Director of Special Projects

  
Jim Greer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 9**

This Supplemental Agreement No. 9 (“Supplemental Agreement”) is entered into this 13<sup>th</sup> day of August 2020, by and between Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include:

1. The installation of additional conduit for the following ramp plazas: Bumby On, Bumby Off, Semoran WB Off, Hiawassee 408 On, Hiawassee 408 Off, OBT 408 On and OBT 408 Off.
2. Removing the infinity equipment from the Bumby On ramp dedicated lane booth and installing it in the recorder room in the ramp plaza building and repairing the dedicated lane booth once the installation of the new conduit at Bumby On ramp is complete. This will include all labor, any new cabling and miscellaneous material required, MOT and verification that the system is performing as expected following the equipment move.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall furnish and install the additional conduit at Bumby On, Bumby Off, Semoran WB Off, Hiawassee 408 On, Hiawassee 408 Off, OBT 408 On and OBT 408 Off and furnishing and removing the infinity equipment from the Bumby On ramp dedicated lane booth and installing it in the recorder room in the ramp plaza building and repair the dedicated lane booth once the installation of the new conduit is complete at a not-to-exceed cost of \$90,324.81.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Director of Procurement

TRANSCORE, L.P.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and 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



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 8**

This Amendment No. 1 to Supplemental Agreement No. 8 (“Supplemental Agreement”) is entered into this 10<sup>th</sup> day of October 2019, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary to extend the period of performance beginning November 1, 2019 to July 31, 2020 for the maintenance services pertaining to the Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program. This time can be extended for six months based on mutual agreement between CFX and TransCore, L.P.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the extension of the period of performance for the maintenance services for the Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program, with no increase in the Contract time. Increase in the Contract amount will be based on costs and fees as outlined in Exhibit “A” in a not-to-exceed amount of \$85,953.53. Additional work not explicitly covered by “Exhibit A” must be mutually agreed between CFX and TransCore, L.P. on a time and material basis. Rater per 1.14 Amendment Price Sheet – Table 6.0: Support Services Personnel “Exhibit B”.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment No. 1 to Supplemental Agreement No. 8 and any supplements made previously thereto, the provisions of this Amendment shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in duplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

TRANSCORE, L.P.

By: 

Print Name: Edgardo Torres

Title: AVP

Attest: 

Title: AVP

Approved as to form and execution, only.

  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 8**

This Supplemental Agreement No. 8 (“Supplemental Agreement”) is entered into this 12<sup>th</sup> day of April, 2019, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include maintenance services for an Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program from May 1, 2019 to October 31, 2019. This time can be extended for six months based on mutual agreement between CFX and TransCore, L.P.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include maintenance services for an Automated Vehicle Identification (AVI) and License Plate Recognition (LPR) System for the Orlando Airport Rental Car Pilot Program, with no increase in the Contract time. Increase in the Contract amount will be based on costs and fees as outlined in Exhibit “A” in a not-to-exceed amount of \$42,482.16.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

19 APR 22 AM 8:37

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

TRANSCORE, L.P.

By: 

Print Name: Edgar du Torres

Title: Associate Vice President

Attest: 

Title: ASSOCIATE VICE PRESIDENT

Approved as to form and execution, only.

  
General Counsel for CFX

'19 APR 22 AM 8:37

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 7**

This Supplemental Agreement No. <sup>7</sup>6 (“Supplemental Agreement”) is entered into this 12<sup>th</sup> day of January, 2017, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

**WITNESSETH:**

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to reconfigure some of its toll plazas. Due to this reconfiguration it is necessary to modify the Contract Scope of Work to purchase additional toll system lane equipment to support the reconfiguration as well as provide Owner Furnished materials for new plazas.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall reconfigure some toll plazas and purchase additional toll system lane equipment at a cost of \$1,902,965.56.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

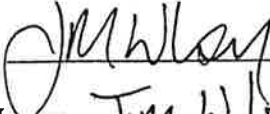
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

7-13-04 17:45:24

TRANSCORE, L.P.

By   
Print Name: Jim Wilson  
Title: SVP

Attest:   
SCOTT HOOBAN  
Title: VICE PRESIDENT

Approved as to form and execution, only.

  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 6**

3 AUG '16 AM 3:44

This Supplemental Agreement No. 6 (“Supplemental Agreement”) is entered into this 18<sup>th</sup> day of July, 2016, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable expand the Contract Statement of Work to include the replacement of the UPS at the Forest Lake Plaza to support the new toll system replacement project.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall furnish and install the UPS at the Forest Lake Plaza at a cost of \$39,491.54.

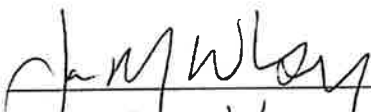
All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.


IN WITNESS THEREOF, the parties hereto have caused these presents to be executed to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

TRANSCORE, L.P.

By   
Print Name: Jim Wilson  
Title: SVP

Attest:   
Title: VICE PRESIDENT

Approved as to form and execution, only.

  
General Counsel for CFX



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 7**

This Supplemental Agreement No. <sup>7</sup>6 (“Supplemental Agreement”) is entered into this 12<sup>th</sup> day of January, 2017, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

**WITNESSETH:**

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to reconfigure some of its toll plazas. Due to this reconfiguration it is necessary to modify the Contract Scope of Work to purchase additional toll system lane equipment to support the reconfiguration as well as provide Owner Furnished materials for new plazas.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall reconfigure some toll plazas and purchase additional toll system lane equipment at a cost of \$1,902,965.56.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

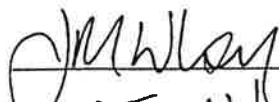
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

2017-07-17

TRANSCORE, L.P.

By   
Print Name: Jim Wilson  
Title: SVP

Attest:   
SCOTT HOODON  
Title: VICE PRESIDENT

Approved as to form and execution, only.

  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 5**

3 AUG '16 09:40

This Supplemental Agreement No. 5 (“Supplemental Agreement”) is entered into this 12<sup>th</sup> day of July, 2016, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to accelerate the Toll System Upgrade Project (“TSUP”) schedule and share in the cost savings realized by the acceleration.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to acceleration of the installation portion of the Toll System Replacement Project to include the following changes and edits:

- A. Reducing the number of toll lanes contained in the scope of the TSUP from 341 to 339. This factor revises the per lane payment of \$10,747.48, a reduction of \$4,856.05 per lane.
- B. The current milestone payment term of 50% upon complete delivery of equipment to local (Orlando) warehouse, and verification of inventory will be modified to payment terms of 25% upon delivery of equipment and verification of inventory at Houston warehouse and 25% upon delivery of equipment and verification of inventory at Orlando warehouse.

Contractor will be responsible for CFX equipment as defined in section 7.3 of the Contract. If required, Contractor will reimburse CFX or designee for time and travel costs to Houston to verify inventory.

- C. The early completion bonus of \$1,048,378.97 to the Contractor will be paid as follows:
  - A 50 percent payment or \$524,189.48 paid on a per-lane basis. Which would increase the payment to \$12,293.76 per lane.

- The remaining 50 percent or \$524,189.49 will be paid as a time-based bonus per the following schedule:

| <b>Months Early (max baseline May 2018)</b>         | <b>Completion Bonus</b> |
|---|-------------------------|
| 8 (installation completed by end of May 2018)       | \$524,189.49            |
| 7 (installation completed by end of June 2018)      | \$458,665.80            |
| 6 (installation completed by end of July 2018)      | \$393,142.11            |
| 5 (installation completed by end of August 2018)    | \$327,618.42            |
| 4 (installation completed by end of September 2018) | \$262,094.75            |
| 3 (installation completed by end of October 2018)   | \$196,571.04            |
| 2 (installation completed by end of November 2018)  | \$131,047.37            |
| 1 (installation completed by end of December 2018)  | \$ 65,523.69            |

- D. Contractor contends that there will be no excuses in schedule delays related to project design, project review comments, testing delays, or installation issues; schedule delays due to force majeure, as defined in section 19.2(viii) of the contract, shall be cause for a matching relief in schedule. Contractor shall document and sent to CFX any perceived delay within one (1) business day for review and concurrence. The Contractor will add additional installation crew at no further cost to CFX which is expected to reduce the duration of the installation by upwards of eight (8) months. In the event the Contractor is able to achieve a schedule acceleration greater than above, additional credit to CFX and/or Contractor is not part of this Supplement Agreement.

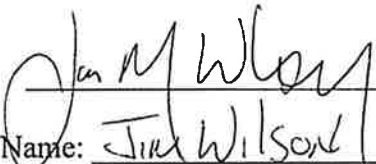
All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement Agreement and any supplements may previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

TRANSCORE, L.P.

By   
Print Name: Jim Wilson  
Title: SVP

Attest:   
Title: VICE PRESIDENT

Approved as to form and execution, only.

  
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 4**

This Supplemental Agreement No. 4 (“Supplemental Agreement”) is entered into this 12<sup>th</sup> day of May, 2016, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and


WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees as outlined in Exhibit “A” in a not to exceed amount of \$1,102,791.68.

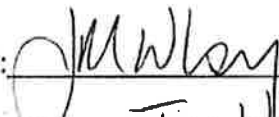
All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By:   
Director of Procurement

TRANSCORE, L.P.

By:   
Print Name: Jim Wilson  
Title: SVP

Attest:   
Title: VICE PRESIDENT

Approved as to form and execution, only.

  
General Counsel for CFX

**SUPPLEMENTAL AGREEMENT NO. 2 TO**  
**CONTRACT FOR TOLL SYSTEM UPGRADE**  
**CONTRACT NO. 001021**

This Supplemental Agreement is made and entered as of the last date of execution below, by and between, TRANSCORE, LP, duly registered to do business in the State of Florida, having a place of business at 2100 Lake Orange Drive, Suite 100, Orlando, Florida 32837, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX."

**WITNESSETH:**

WHEREAS, Contract No. 001021 for a Toll System Upgrade, executed on or about May 14, 2015, requires TransCore to provide source code, corresponding configuration settings, documentation, compilers and other necessary materials required to create executable software from the source code, hereinafter collectively referred to as "Source Code;" to CFX, annually and at all significant events, including the first plaza acceptance test, Final System Acceptance, and routine updates and releases as indicated in Contract Exhibit 1.2, item number 13.

WHEREAS, the Contract provides that "CFX has the right to make copies, to use the code on its systems, and to alter or modify the source code, as upgraded, enhanced, modified, or configured, at its risk and option, which right survives the term of the Contract."

WHEREAS, one of TransCore's subcontractors, QFree America Inc., hereinafter "QFree," will not agree to provide CFX with the Source Code.

WHEREAS, the CFX's Board of Directors at its meeting on the 14<sup>th</sup> day of January 2016, agreed to enter into an Escrow Agreement; CFX Contract No. 001183, with QFree and NCC Group Escrow Associates, to provide protocol procedures for access to the source code in case of a release event.

WHEREAS, QFree has agreed in addition to the Escrow Agreement, to reduce the contractual cost to TransCore by \$75,000.

WHEREAS, CFX has determined it necessary to obtain a credit from TransCore in the amount of \$75,000.

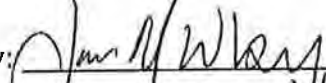
NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree with a total credit to the Contract of \$75,000.00, as detailed in the attached Exhibit A, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be \$84,231,307.84 for all materials and services required under the Contract.



IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplemental Agreement on behalf of the parties as of the last day of execution below.

TRANSCORE, LP

Date: 2/22/16

By: 

Print Name: Jim Willson

Title: SVP

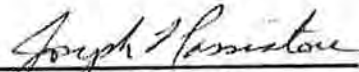
ATTEST:  (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Date: 2-26-16

By:   
Director of Procurement

APPROVED AS TO FORM  
AND EXECUTION ONLY

  
CFX General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 2**

**EXHIBIT A  
DETAILS OF CREDIT TO THE CONTRACT**

The \$75,000 credit shall be applied towards the Factory Acceptance Test (FAT), line item 105 of Exhibit 1.15 of the contract.

| <u>Line item</u> | <u>Nomenclature</u>           |                               |
|------------------|-------------------------------|-------------------------------|
| 105              | Factory Acceptance Test (FAT) | Extended Price - \$199,307.56 |
|                  |                               | Credit - <u>-\$75,000.00</u>  |
|                  |                               | Total \$124,307.56            |

**END OF EXHIBIT A**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 3**

25 JAN 16 4:20 P

This Supplemental Agreement No. 3 (“Supplemental Agreement”) is entered into this 8<sup>th</sup> day of January, 2016, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

**WITNESSETH:**

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include transponder distribution services when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include transponder distribution services when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees negotiated between CFX and the Contractor at the time the services are required and approved by CFX.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.


25 JAN 16 4:10 P

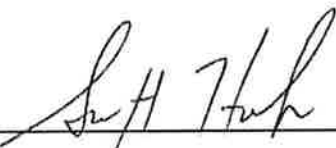
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

TRANSCORE, L.P.

By:   
Print Name: Jim Wilson  
Title: SVP

Attest:   
Title: AVP

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 1<sup>st</sup> day of December, 2015, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the deletion of the equipment in accordance with the attached Exhibit A, Scope of Services, with a total credit to the Contract of \$693,692.16, as detailed in the attached Exhibit B, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be \$84,306,307.84 for all materials and services required under the Contract.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:   
Director of Procurement

TRANSCORE, L.P.

By: 

Print Name: Tracy Marks

Title: President

Attest:   
Title: Contract Manager

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
TOLL SYSTEM UPGRADE  
CONTRACT NO. 001021  
SUPPLEMENTAL AGREEMENT NO. 1**

**EXHIBIT A  
SCOPE OF WORK**

**I. General**

CFX wishes to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes. A detailed breakdown of credit for each item is included in Exhibit B.

**II. Conditions**

The Contractor shall identify and bring to CFX's attention in writing any unique field conditions, different configurations, etc., not otherwise mentioned in this Supplemental Agreement that will affect the Contractor's work.

**III. Schedule Impact**

The removal of the existing equipment is considered a constructive acceleration of the work and does not impact the critical path schedule; therefore, there is no change to the overall project schedule. The Contractor shall have no right to make any claim for constructive acceleration or include the same as an element of any claim the Contractor may otherwise submit under the Contract.

**END OF EXHIBIT A**

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
TRANSCORE, LP**

**TOLL SYSTEM UPGRADE**

**CONTRACT NO. 001021**

**CONTRACT DATE: MAY 14, 2015  
CONTRACT AMOUNT: \$85,000,000.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**CONTRACT, NEGOTIATED AREAS, TRANSCORE MODIFICATIONS AND  
CLARIFICATIONS, REVISED CDRL APPENDIX K, AGREED CHANGES TO MILESTONE  
PAYMENTS, THE ADDENDA, STATEMENT OF WORK, SYSTEM REQUIREMENTS,  
METHOD OF COMPENSATION, APPENDICES, TRANSCORE PROJECT MANAGEMENT  
MATRIX, TRANSCORE MAINTENANCE PERSONNEL MATRIX, TRANSCORE REVISED  
PROJECT SCHEDULE, TECHNICAL PROPOSAL, PRICE PROPOSAL, TRANSCORE  
“ALLEGRO TOLL TRANSPONDER REPLACEMENT PROPOSAL”, BONDS, AND  
INSURANCE POLICIES**



**CONTRACT, NEGOTIATED AREAS, TRANSCORE MODIFICATIONS AND  
CLARIFICATIONS, REVISED CDRL APPENDIX K, AGREED CHANGES TO  
MILESTONE PAYMENTS, THE ADDENDA, STATEMENT OF WORK,  
SYSTEM REQUIREMENTS, METHOD OF COMPENSATION,  
APPENDICES, TRANSCORE PROJECT MANAGEMENT MATRIX,  
TRANSCORE MAINTENANCE PERSONNEL MATRIX, TRANSCORE  
REVISED PROJECT SCHEDULE, TECHNICAL PROPOSAL, PRICE  
PROPOSAL, TRANSCORE “ALLEGRO TOLL TRANSPONDER  
REPLACEMENT PROPOSAL”, BONDS, AND INSURANCE POLICIES**

**FOR**

**TOLL SYSTEM UPGRADE**

**CONTRACT NO. 001021**

**MAY 2015**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**Members of the Board**

**Welton G. Cadwell, Chairman  
S. Scott Boyd, Vice Chairman  
Brenda Carey, Secretary/Treasurer  
Fred Hawkins, Jr., Board Member  
Teresa Jacobs, Orange County Mayor  
Buddy Dyer, City of Orlando Mayor  
Walter A. Ketcham, Jr., Board Member  
Jay Madara, Member  
S. Michael Scheeringa, Member  
Diane Guitierrez-Scaccetti, Non-Voting Advisor**

## TABLE OF CONTENTS

| <u>Title</u> | <u>Page</u> |
|--------------|-------------|
| CONTRACT     | 1 to 28     |

Below listed documents included on CD

(Negotiated Areas, TransCore modifications and clarifications, Revised CDRL Appendix K, Agreed changes to Milestone Payments, The Addenda, Statement of Work, System Requirements, Method of Compensation, Appendices, TransCore Project Management Matrix, TransCore Maintenance Personnel Matrix, TransCore Revised Project Schedule, Technical Proposal, Price Proposal, TransCore “Allegro Toll Transponder Replacement Proposal”)

Below listed documents included at the back of this binder behind the Contract  
(Bonds, and Insurance policies)

## **CONTRACT**

This Contract (the "Contract" as defined herein below), is made this 14<sup>th</sup> day of May, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the CFX and TransCore, LP, hereinafter the CONTRACTOR:

### **WITNESSETH:**

**WHEREAS**, the CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

**WHEREAS**, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

**WHEREAS**, the CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to design, furnish, install and maintain toll collection system replacement equipment and related tasks as may from time to time be assigned to the CONTRACTOR by the CFX; and,

**WHEREAS**, on or about September 29, 2014, the CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS**, CONTRACTOR was the sole qualified firm that responded to the Request for Proposals and was ultimately selected; and,

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

### **1. SERVICES TO BE PROVIDED**

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include designing, furnishing, installing and maintaining toll collection system replacement equipment as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services

on a non-exclusive basis. The CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract
- 1.2 Negotiated Areas v12 dated 4/21/2015
- 1.3 TransCore modifications and clarifications
- 1.4 Revised CDRL Appendix K dated 2/24/2015
- 1.5 Agreed changes to Milestone Payments
- 1.6 The Addenda (RFP001021 Addendum 1, 2, & 3) modifying the Contract Documents,
- 1.7 The Statement of Work,
- 1.8 The System Requirements,
- 1.9 The Method of Compensation,
- 1.10 TransCore Project Management Matrix
- 1.11 TransCore Maintenance Personnel Matrix
- 1.12 TransCore Revised Project Schedule
- 1.13 The Technical Proposal submitted by CONTRACTOR
- 1.14 The Price Proposal submitted by CONTRACTOR,
- 1.15 TransCore “Allegro Toll Transponder Replacement Proposal”
- 1.16 Bonds, and
- 1.17 Insurance policies

(collectively, the “Contract”).

## 2. TERM AND NOTICE

The term of the Contract will be from the date established in the Notice to Proceed from the CFX as shown in the table below:

| <b>Table III.00.02 – Project Milestones</b>    |                       |  |                   |
|--|-----------------------|--|-------------------|
| <b>Project Phase</b>                           | <b>Mile-stone No.</b> | <b>Milestone</b>   | <b>Time Frame</b> |
| <b>Phase I</b><br>System Design<br>Development | 1                     | Completion of Mobilization                                 | 8/27/2015         |
|  | 2                     | Satisfactory Completion of Preliminary Design Review (PDR) | 9/7/2015          |
|  | 3                     | Satisfactory Completion of Detail Design Review (DDR)      | 10/21/2015        |

| <b>Table III.00.02 – Project Milestones</b>   |                       |  |   |
|---|-----------------------|--|---|
| <b>Project Phase</b>  | <b>Mile-stone No.</b> | <b>Milestone</b>   | <b>Time Frame</b>   |
| <b>Phase II<br/>System<br/>Integration &amp;<br/>Testing</b>  | 4                     | Satisfactory Completion of Factory Acceptance Test (FAT)   | 2/22/2016   |
| <b>Phase III<br/>System<br/>Implementation,<br/>Installation,<br/>Commissioning<br/>&amp; Testing</b> | 5                     | Satisfactory Completion of Implementation of Toll Host Environment Subsystems & Message Converter Interface w/Legacy | 3/7/2016  |
|   | 6                     | Satisfactory Completion of Toll Host Environment Interoperability & External Interface Testing                       | 6/7/2016  |
|   | 7                     | Satisfactory Completion of System Initial End-to-End Testing (SIETET)  | 11/28/2016  |
|   | 8                     | Satisfactory Completion of Plaza Acceptance Testing (PAT) at Last Plaza Group  | 12/3/2019   |
| <b>Phase IV<br/>Final System<br/>Acceptance</b>   | 9                     | Satisfactory Completion of Final System Acceptance Testing (SAT)   | 6/27/2019   |
| <b>Phase V<br/>Warranty<br/>Period</b>  | ---                   | -----  | 11/28/2016 THRU 12/19/2019<br>H/W: Host Environment: Date of Host Environment Commissioning for 3 years.<br>Plaza Group: Date of 1 <sup>st</sup> Plaza Group Commissioning for 1 year.<br>S/W: Date of 1 <sup>st</sup> Plaza Group Commissioning thru end of Contract Term. |
| <b>Phase VI<br/>System<br/>Maintenance<br/>Period</b>   | 10                    | End of Initial System Maintenance Period   | 6/27/2019<br>H/W: Date of Final System Acceptance.<br>S/W: Date of Final System Acceptance.   |
|   | 11                    | End of Operational System Maintenance Period   | 5 years after Date of Final System Acceptance.  |

**EXTENDED SYSTEM MAINTENANCE**

At CFX’s sole option, CONTRACTOR shall provide extended system maintenance for ten (10) additional one-year periods, or portions thereof, with a price that shall not increase more than the prior year’s average annual increase as reported in the Consumer Price Index (CPI) for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the Bureau of Labor Statistics or no more than 3% per year, whichever is lower. If the CPI is negative, then the price shall not decrease, but remain the same as the prior year.

The CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the CFX (with or without cause) constitute a default by the CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the CFX, the CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be

reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Contract term is \$85,000,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation, Contract Exhibit 1.9 as amended by Contract Exhibit 1.5.

### **4. AUDIT AND EXAMINATION OF RECORDS**

#### **4.1 Definition of Records:**

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. The CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the CFX until reinstated by the CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit the CFX, at the CFX's option, to perform or have performed an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## **5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CONTRACTOR has committed to a two point seven (2.7%) M/WBE participation objective for this project.

The CONTRACTOR shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the CONTRACTOR shall take all necessary and reasonable steps to accomplish that result.

The CONTRACTOR shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The CONTRACTOR's M/WBE plan shall meet the CONTRACTOR's objective approved by the CFX.



At any time, the CFX's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the CFX.

5.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
  - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
  - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
  - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
  - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.
- (4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

5.2 Specific Requirements: The CONTRACTOR shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

- (1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- (2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- (3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- (4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.
- (5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the CONTRACTOR's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

5.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

- (1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.
- (2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.
- (3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.
- (4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work

assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

- (5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

- (a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.
- (b) CONTRACTOR may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

- (c) CONTRACTOR may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:
  - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission

is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 Records and Reports: The CONTRACTOR shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

- (1) the procedures adopted to comply with these special provisions;
- (2) the number of subordinated contracts on CFX projects awarded to M/WBEs;
- (3) the dollar value of the contracts awarded to M/WBEs;
- (4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;
- (5) a description of the general categories of contracts awarded to M/WBEs;
- (6) the specific efforts employed to identify and award contracts to M/WBEs;
- (7) maintenance of records of payments and monthly reports to the CFX;
- (8) Subcontract Agreement between CONTRACTOR and M/WBE subcontractors; and
- (9) any other records required by the CFX's Project Manager or Executive Director.

The records maintained by the CONTRACTOR in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The CONTRACTOR shall submit a

properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

## **6. CONTRACTOR INSURANCE AND PERFORMANCE PAYMENT BOND**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

**6.1 Commercial General Liability** Insurance having a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for tort liability for bodily injury and property damages assumed by CONTRACTOR under this Contract.

**6.2 Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of Five Million Dollars (\$5,000,000.00) for each accident;

**6.3 Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

**6.4 Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

**6.5 Performance and Payment Bond equal to the amount of the Contract;**

**6.6 Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract. Commercial Crime insurance with limits no less than \$5,000,000 is acceptable in lieu of an Employees Fidelity Bond.

Such insurance policies shall be without co-insurance, and shall (a) include the CFX, and such other applicable parties the CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by the CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, the CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## **7. CONTRACTOR RESPONSIBILITY**

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

- (i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;
- (ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;
- (iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

## **8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of the CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Principal-In-Charge; Project Manager; Deputy Project Manager, System Design; Deputy Project Manager, System Installation; Manager, Quality Assurance/Quality Control; Manager, Application Development; Database Administrator; Toll Installation and Maintenance Liaison Leader(s); Manager, Training (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Statement of Work, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the CFX. When the CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and the CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the CFX.

## **9. INDEMNITY**

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,



9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **10. PUBLIC RECORDS**

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

## **11. INFORMATION RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

CONTRACTOR shall protect and shall make no release of any information, data, customer information, system metrics, to anyone outside of the Contract, unless otherwise explicitly authorized by CFX. The CONTRACTOR shall secure all network interfaces and take prudent measures to protect CFX data and information within the CONTRACTOR'S organization from both internal and external potential threats of data theft and misuse.

## **12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in

preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the “CFX Property”).

CFX’s ownership rights apply to all data gathered, processed, stored or otherwise used by the System. CFX shall have unrestricted, free access to all such System data at all times. CFX’s rights to all data shall be at no additional cost. The CONTRACTOR shall in a timely manner support all data requests made by CFX.

CFX’s ownership of the CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the “CFX Intellectual Property”). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the CFX’s registered trademark name for the CFX’s electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors’ access to and/or use of the CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the “CONTRACTOR Property”), and the intellectual property rights associated therewith (collectively, the “CONTRACTOR Intellectual Property”), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as “CONTRACTOR”) warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX’s use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; or

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

### **13. CUSTOM SOFTWARE OWNERSHIP AND LICENSING**

All custom software provided under this agreement, as the term "custom software" is defined in Volume VI, Appendix "A", including documentation, executable code and source code, will be owned by CFX or licensed to CFX as stated below.

#### **13.1 Custom Software Ownership**

The CONTRACTOR shall provide to CFX a license for all custom software and any related software including any product upgrades for the life of the system. The CONTRACTOR or its subcontractor(s) shall grant CFX a non-exclusive, no cost, royalty free, perpetual license for unlimited CFX use of the custom software and documentation including executable code and source code. Such license shall extend to any CFX owned or operated facility. All such software will remain the property of the CONTRACTOR or its subcontractor(s) and all title and rights will remain with the CONTRACTOR or its subcontractor(s) subject to CFX's license. Said license of the CONTRACTOR or its subcontractor(s) shall grant CFX or any third party under contract with CFX the right to modify or change any software (source and executable code) in performance of maintenance and enhancement functions. Any modification of the source code by CFX, its agents, or third party contractors shall nullify and invalidate CONTRACTOR's software warranty for that particular piece of software.

If CFX decides to release licensed custom software during the term of this Contract to any firm specializing in software integration for toll collection systems, it shall provide the CONTRACTOR with sufficient notification to allow the CONTRACTOR to facilitate the execution of a non-disclosure agreement between the owner and the receiving party. CFX shall not release the software and/or source code until the non-disclosure agreement is fully executed. The owner of the software shall act within a reasonable time and fashion to execute the non-disclosure agreement with the receiving party, but in no event shall the owner execution exceed 30 calendar days from owner receipt of non-disclosure agreement signed by the recipient; otherwise the owner waives its right to such non-disclosure agreement. The CONTRACTOR shall include such provision in all CONTRACTOR software subcontracts where CFX will be licensed custom software. The CONTRACTOR and CFX will utilize mutually agreed upon non-disclosure forms. Such non-disclosure agreement shall not be required beyond the term of this Contract.

#### **14. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall, unless otherwise specified, procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

#### **15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX in accordance with the CFX’s Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as

it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

**16. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

**17. NOTIFICATION of CONVICTION of CRIMES**

CONTRACTOR shall notify the CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

**18. SUBLETTING AND ASSIGNMENT**

CFX has selected CONTRACTOR to perform the Services based upon, among other considerations, characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the CFX, which may be withheld in the CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract. Notwithstanding the foregoing:

18.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

18.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

- (i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to the CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the CFX. Upon such event, the CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. The CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the CFX with equal or greater protections than herein.

If, during the Term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the CFX's Director of Procurement requesting approval to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

## 19. DAMAGES

CFX and the CONTRACTOR recognize that time is an essential element of the Contract, and that such conditions including without limitation: delay in completing the work on time; failure of the System to perform with the required functionality or at required service levels; and/or failure to provide the required level of service for Contract activities such as System Maintenance; will result in damages due to public inconvenience, obstruction to traffic, interference with business, loss of revenues, and increasing of inspection and administrative costs to CFX.

### 19.1 Liquidated Damages

It is therefore agreed that in view of the difficulty of making a precise determination of actual damages, a sum of money in the amount stipulated in Appendix E of Volume VI, will be charged against the CONTRACTOR for failure to perform within the time required, not as penalty, but as liquidated damages.

### 19.2 Assessment and Collection of Damages

(i) The Contractor's delay in completing the work in accordance with the baseline schedule and subsequent revisions shall result in a damage to CFX. These damages

will be assessed as Liquidated Damages as indicated herein. The assessment for each applicable milestone, phase or plaza group implementation shall be one thousand dollars (\$1,000.00) per calendar day for each day of delay beyond the scheduled date of completion. Assessment of and collection of payment for such Liquidated Damages will occur upon completion of work the milestone, phase, or plaza group for which the Liquidated Damages occur. Liquidated Damages shall apply to the following completion dates for milestones, phases and plaza groups as provided in the baseline schedule:

- a. Failure to meet the schedule date for Milestone 7 – Completion of the System Initial End-to-End Test (SIETET).
- b. Failure to meet the scheduled dates for completion of the Plaza Acceptance Test by individual Plaza group (subset of Milestone 8)

(ii) Assessment and collection of liquidated damages for failure to meet service level requirements shall occur at the completion of each invoice period (generally monthly).

(iii) Assessment and collection of actual damages such as for loss of revenues, etc. shall occur at the completion of each invoice period (generally monthly).

(iv) CFX shall have the right to apply as payment on such liquidated or actual damages any money that is due to the CONTRACTOR by CFX.

(v) CFX does not waive its right to liquidated or actual damages due under the Contract by allowing the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time for a phase including granted time extensions. CFX considers a phase complete when the CONTRACTOR has completed all work and CFX has accepted the work.

(vi) CFX reserves the right to delay assessment of liquidated and/or actual damages or waive damages in whole or in part at any time if CFX determines such waiver is in its best interest. Any such waiver is at CFX's sole discretion.

(vii) CFX reserves the right to assess and collect actual damages as a result of poor workmanship or failure of the CONTRACTOR to follow manufacturer's instructions relating to any supplied installed product. This provision includes but is not limited to the Point of Sale (POS) equipment in the event of a compromise that results in damages and fines to CFX which is attributable to the device not being installed, operated or maintained in accordance with the manufacturer's instructions.

19.3 Schedule of Liquidated Damages – The amounts and descriptions of various warrants for Liquidated Damages are provided throughout the Contract documents, particularly in Volume III, Statement of Work; Volume IV, System Requirements; and in Volume VI, Appendix E, Performance Measures and Service Levels.

19.4 Not used

19.5 Permitting CONTRACTOR to Finish Work – Permitting the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time allowed for a phase, including extensions of time granted to the CONTRACTOR, shall in no way act as a waiver on the part of CFX of the damages due under the Contract.

19.6 Completion of Work by CFX – In case of default of the Contract and the completion of the work by CFX, the CONTRACTOR and the CONTRACTOR's Surety shall be liable for the damages under the contract, but no shall be chargeable for any delay in the final completion of the work by CFX due to any unreasonable action or delay on the part of CFX.

19.7 Reduction in Payment for Liquidated or Actual Damages – Liquidated or actual damages for days of delay will be charged against the payment(s) due the CONTRACTOR for a Phase before the balance thereof is released and paid to the CONTRACTOR. In the event the balance due the CONTRACTOR for a Phase is insufficient to offset the liquidated damages due CFX, CFX shall have the right of offset against other payments due the CONTRACTOR under other phases of work. When neither offset provision remedies the damages amount due CFX, damages are due CFX upon demand.

19.8 Contract Cap on Liquidated Damages related to Appendix E of Volume VI, – An overall Contract cap to Liquidated Damages will apply for the duration of this Contract related to the requirements stipulated in Appendix E of Volume VI. After the first month of operations, Liquidated Damages, if any, are capped at a maximum of fifteen percent (15%) of the monthly Contract's invoice. After the second month of operations, Liquidated Damages, if any, are capped at a maximum of thirty percent (30%) of the monthly Contract's invoice. After the third month of operations, Liquidated Damages, if any, are capped at a maximum of forty-five percent (45%) of the monthly Contract's invoice. After the fourth month of operations, Liquidated Damages, if any, are capped at a maximum of sixty percent (60%) of the monthly Contract's invoice. After the fifth month of operations, Liquidated Damages, if any, are capped at a maximum of seventy-five percent (75%) of the monthly Contractor's invoice. After the sixth month of operations and thereafter, Liquidated Damages, if any, are capped at a maximum of ninety percent (90%) of the monthly Contractor's invoice.

19.9 Contract Cap on Actual Damages – The Contract cap to Actual Damages is divided into two phases as follows:

(i) Prior to Final System Acceptance

- 1) Cap for toll revenue losses is capped at the amount of the lost toll revenue due to any issue that results in a loss of revenues. (Note: for current toll revenue and traffic information, refer to CFX's monthly statistical report which can be found on CFX's website:



<https://www.cfxway.com/CorporateInformation/FinancialReportsampStatistics/StatisticalReports.aspx>

- 2) Cap for non-toll revenue losses is capped at five million dollars (\$5,000,000.00).  
(ii) After Final System Acceptance  
The cap is ten million dollars (\$10,000,000.00).

19.10 At its sole discretion, CFX may waive Liquidated Damages and assess the Contractor Actual Damages to recover revenue loss due to system malfunctioning and the costs associated with researching such system malfunctioning, which may include but not limited to labor costs, consultant costs, and any other miscellaneous costs.

## **20. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the CFX's Executive Director (or his/her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **21. REMEDIES**

In addition to any remedies otherwise available to the CFX under law, upon an uncured default the CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the CFX are required for Contract completion. All costs and charges incurred by the CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the CFX for the difference. On a Contract terminated for default, in no event shall the CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

## **22. PREVAILING PARTY ATTORNEY'S FEES**

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, “adjusted award” or “adjusted judgment” shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term “contested claim” or “claims” shall include “Claims” as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR’s claim(s).

Attorneys’ fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

“Attorneys’ fees” shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys’ CONTRACTOR’s, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

### **23. OTHER SEVERABILITY**

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

### **24. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

### **25. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

## **26. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

## **27. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the CFX, whichever is later.

## **28. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

28.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

28.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

28.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

28.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

28.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

29.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

29.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the CFX's Board of Directors at its meeting on May 14, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Claude Miller*  
Director of Procurement

Print Name: Claude Miller

TRANSCORE LP.

By: *Tracy Marks*

Print Name: Tracy Marks

Title: President

ATTEST: *Mutta* (Seal)

Approved as to form and execution, only.

*Joseph Kasowitz*  
General Counsel for the CFX



**CONSENT AGENDA ITEM  
#30**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 22, 2020

SUBJECT: Approval of AVTEX as Subconsultant for AECOM Technical Services, Inc.  
for General Systems Consultant Services Contract  
Contract No. 001215

---

Broad approval of AVTEX as a subconsultant to AECOM Technical Services, Inc. to provide support resources for the operations software update development project. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by: *Rafael Millan*  
Rafael Millan  
Director of IT

*Jim Greer*  
\_\_\_\_\_  
Jim Greer



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**REQUEST FOR AUTHORIZATION TO SUBLET SERVICES**

Consultant: AECOM \_\_\_\_\_ Date: 07/22/2020 \_\_\_\_\_

CFX Contract Name: General Systems Consultant Services CFX Contract No.: 001215 \_\_\_\_\_

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: Avtex Solutions LLC. \_\_\_\_\_

Address: 3500 American Blvd. West, Suite 300, Bloomington, MN 55431 \_\_\_\_\_

Phone No.: 952-831-0888 \_\_\_\_\_

Federal Employee ID No.: 26-2002273 \_\_\_\_\_

Description of Services to Be Sublet: Avtex will provide staff augmentation and architecture support services for the IT Ops project.

Estimated Beginning Date of Sublet Services: 8/17/2020 \_\_\_\_\_

Estimated Completion Date of Sublet Services: 12/31/2021 \_\_\_\_\_

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 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: Mourad Alexis  
\_\_\_\_\_  
(Signature of Consultant Representative)

Project Manager ITS Florida Manager  
\_\_\_\_\_  
Title

Recommended by: Rafael Millan  
\_\_\_\_\_  
(Signature of Appropriate CFX Director/Manager)

Date: 07/29/2020

Approved by: Jim Greer  
\_\_\_\_\_  
(Signature of Appropriate Chief)

Date: 7/29/20

**Attach Subconsultant's Certificate of Insurance to this Request.**

**CONSENT AGENDA ITEM  
#31**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of Zero Dollar Lease with AllianceOne Receivables Management, Inc.  
Contract No. 001720

---

Board authorization is requested to enter into a zero dollar lease agreement with AllianceOne Receivables Management, Inc., for space in the CFX's Headquarters Building. The lease period will begin on September 1, 2020 and is tied to the five-year term of the AllianceOne Receivables Management, Inc. contract for CFX Customer Service Operations Center approved by the Board on June 11, 2020.

Reviewed by: *D Wynne*  
David Wynne  
Director of Toll Operations

*Jim Greer*  
Jim Greer

# LEASE AGREEMENT

## BASIC PROVISIONS

DATE OF LEASE: August 13, 2020

EFFECTIVE DATE: The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.

LANDLORD: Central Florida Expressway Authority, a body politic and agency of the State of Florida.

TENANT: AllianceOne Receivables Management, Inc.

PREMISES: Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

CONTENTS: The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

LEASE TERM: The term of this lease shall commence on September 01, 2020, and end on August 30, 2025, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any inconsistency between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.

RENT  
DURING LEASE TERM: In consideration of the services to be provided by Tenant in connection with that certain Contract by and between Landlord and Tenant, dated June 11, 2020 (the "Contract"), rent during the renewal period shall be zero dollars (\$0.00) per month. It being acknowledged by the parties that said services are being performed by Tenant at such prices fixed in said Contract, in part, based on Landlord providing office space to Tenant.

RENEWAL OPTION: Renewal options shall be in accordance with the Contract.

APPROXIMATE  
FLOOR AREA: 11,983.30 square feet (Second Floor)

PERMITTED USES: Tenant shall use the Premises for professional office use in connection with the services to be provided under the Contract and shall not use or permit the Premises to be used for any other purposes without the prior written consent of Landlord. Tenant shall maintain the Premises in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

MINIMUM GENERAL  
LIABILITY INSURANCE  
COVERAGE:

Tenant shall be responsible for providing the following minimum general liability insurance coverage: \$1,000,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$2,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$1,000,000.00. The requirement of insurance shall not be deemed a waiver of sovereign immunity by Landlord. Further, Tenant shall obtain from their insurer a waiver of subrogation and provide evidence of same to Landlord.

NOTICE ADDRESSES:

Notices to Landlord shall be sent to:

Central Florida Expressway Authority  
Attn: Executive Director  
4974 ORL Tower Road  
Orlando, Florida 32807  
Phone: (407) 690-5000  
Fax: (407) 690-5011

With Copy To:

Central Florida Expressway Authority  
Attn: General Counsel  
4974 ORL Tower Road  
Orlando, Florida 32807  
Phone: (407) 690-5000  
Fax: (407) 690-5011

Notices to Tenant shall be sent to:

AllianceOne Receivables Management, Inc.  
4850 East Street Road, Ste. 300  
Trevose, PA. 19053  
ATTN: Timothy Casey, President

With Copy To:

AllianceOne Receivables Management, Inc.  
4850 East Street Road, Ste. 300  
Trevose, PA. 19053  
ATTN: General Counsel

CONDITION OF  
PREMISES:

The Tenant has fully examined the Premises, including the location and condition of all walls, air conditioning, heating and lighting facilities, and appliances, and Tenant is satisfied with the physical and mechanical condition thereof, and the taking of possession by Tenant is conclusive evidence of receipt of them in good order and repair, and with full knowledge of their condition. No representations as to the condition of the Premises nor their state of repair have been made

except as are contained in this Lease. Tenant agrees that no promise to decorate, alter, repair or improve the Premises or in any way maintain the Premises has been made by Landlord, except as contained in this Lease.

This Lease consists of the foregoing Basic Provisions, the following General Provisions, and the exhibits attached hereto, all of which are incorporated herein by this reference. If there are any inconsistencies between the Basic Provisions and the General Provisions, the General Provisions shall prevail. If there are any inconsistencies between the exhibits and the Basic Provisions or General Provisions, then the Basic Provisions and General Provisions shall prevail.

**THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS LEASE, SEEK LEGAL COUNSEL.**

**“LANDLORD”**  
**CENTRAL FLORIDA**  
**EXPRESSWAY AUTHORITY**, a public  
Corporation of the State of Florida

**ATTEST:**

\_\_\_\_\_

By: \_\_\_\_\_  
Laura Kelley, Executive Director

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
CFX General Counsel

Date: \_\_\_\_\_

**Witnesses To Tenant**

**“TENANT”**  
**ALLIANCEONE RECEIVABLES MANAGEMENT, INC.**,  
a Foreign Corporation registered to do business in the State of  
Florida

\_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**TABLE OF CONTENTS**

**BASIC PROVISIONS. ....1**

**1. PREMISES. ....7**

**2. USE. ....7**

**3. RENT. ....7**

**4. TERM. ....7**

**5. SECURITY DEPOSIT. ....7**

**6. USES PROHIBITED. ....7**

**7. COMPLIANCE WITH LAW. ....7**

**8. ALTERATIONS AND ADDITIONS. ....8**

**9. REPAIRS. ....8**

**10. LIENS. ....8**

**11. ASSIGNMENT AND SUBLETTING. ....9**

**12. HOLD HARMLESS. ....9**

**13. SUBROGATION. ....10**

**14. LIABILITY AND PROPERTY INSURANCE. ....10**

**15. UTILITIES. ....10**

**16. PERSONAL PROPERTY TAXES. ....10**

**17. RULES AND REGULATIONS. ....10**

**18. ENTRY BY LANDLORD. ....10**

**19. TENANT'S DEFAULT. ....11**

**20. REMEDIES IN DEFAULT. ....11**

**21. DEFAULT BY LANDLORD. ....12**

**22. RECONSTRUCTION. ....12**

**23. EMINENT DOMAIN. ....12**

**24. PARKING AND COMMON AREAS. ....13**

**25. HAZARDOUS SUBSTANCES. ....13**



26. ABANDONMENT/SURRENDER. ....13

27. MISCELLANEOUS PROVISIONS. ....13

(a) Exhibits and Riders. ....13

(b) Waiver. ....13

(c) Joint Obligation.....13

(d) Marginal Headings. ....14

(e) Time. ....14

(f) Successors and Assigns. ....14

(g) Recordation.....14

(h) Quiet Possession.....14

(i) Venue. ....14

(j) Prior Agreements.....14

(k) Inability to Perform. ....14

(l) Partial Invalidity. ....14

(m) Cumulative Remedies.....14

(n) Choice of Law.....15

(o) Attorneys' Fees. ....15

(p) Sale of Premises by Landlord.....15

(q) Subordination, Attornment. ....15

(r) Notices. ....15

(s) Tenant's Statement.....15

(t) Radon Gas.....16

(u) Relationship of the Parties.....16

(v) Corporate Authority; Partnership Authority.....16

28. WAIVER OF JURY TRIAL. ....16

EXHIBIT "A" (Floor Plan Depicting Location of Premises)..... 17

EXHIBIT "B" (List of Contents). .... 18

## GENERAL PROVISIONS

1. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

2. **USE.** Tenant shall use the Premises solely for the Permitted Use as set forth in the Basic Provisions and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

3. **RENT.** The provision of Rent shall be as set forth in the Basic Provisions.

4. **TERM.** The term of this Lease shall be for the Term set forth in the Basic Provisions. However, either party hereto shall have the right at its option to terminate the Lease upon 30 days written notice to the other. The parties hereto acknowledge that certain obligations under various provisions hereof may commence prior to the Commencement Date; i.e., provisions regarding indemnification, liability insurance, etc., and the parties agree to be bound by these provisions prior to commencement of the Term. Further, notwithstanding anything to contrary in this Lease, the parties acknowledge and agree that Tenant's occupancy of the Premises and this Lease shall terminate prior to the completion of the Term upon the occurrence of one or more of the following: (1) thirty (30) day written notice by the Landlord or Tenant to the other party of the termination of the Lease; (2) the expiration or termination of the Contract; (3) the failure of the Contract to be renewed by the Landlord; or (4) Tenant's failure to comply with the terms of this Lease or Tenant's default as more specifically provided in Section 19. Upon the occurrence of one or more of the foregoing events or the expiration of the Term, the Tenant shall surrender possession of the Premises and Contents to the Landlord in accordance with these General Provisions.

5. **SECURITY DEPOSIT.** Tenant has not deposited with Landlord a Security Deposit.

6. **USES PROHIBITED.** Tenant shall not use the Premises for any purpose other than as set forth in the Basic Provisions. In addition, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises as set forth in the Basic Provisions or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall not use the Premises for any purpose which generates an odor or smell which can be detected outside the Premises.

7. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements not in force or which may be hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises excluding structural changes not related to or affected by Tenant's

improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord does not warrant or represent that the Premises or the Property comply with the Americans with Disabilities Act ("ADA"). It shall be the responsibility of the Landlord to comply, at Landlord's sole expense, with the ADA as to any portion of the Property outside of the Premises, and it shall be the responsibility of the Tenant to comply with the ADA as to the Premises.

**8. ALTERATIONS AND ADDITIONS.** Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures provided such movable furniture and trade fixtures are not part of the Contents, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. All items which constitute Contents shall belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense and in compliance with all applicable law. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given on or before the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

**9. REPAIRS.**

(a) By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Contents and Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Specifically but not by way of limitation, Tenant shall not use or utilize the plumbing fixtures or systems installed in or serving the Premises for any purpose other than for such purposes for which they are intended, and no substance other than substances intended to be disposed of in such plumbing shall be deposited therein. Tenant shall bear the sole expense of correcting any violation of the immediately preceding sentence.

(b) Notwithstanding the provisions of Section 9(a) above, Landlord, at Landlord's cost, shall repair and maintain the structural portions of the Property, together with (1) roof; (2) foundation; (3) exterior walls; (4) any load bearing interior walls of the Premises; (5) below grade plumbing lines; and the electric, plumbing, life/safety and all other building systems serving the Premises; and (6) common areas, unless such need for such maintenance and repairs is caused in part or in whole by the willful act or gross negligence of Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Absent the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, there shall be no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances and equipment therein, provided, however, the foregoing shall not be construed or act as a waiver of Landlord's right of sovereign immunity.

Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

**10. LIENS.** Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any improvements, additions or alterations in the Premises which the Tenant desires to make to insure Landlord against any liability for construction liens and to insure completion of the work. No construction liens shall be placed against the Landlord's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. Tenant agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and the Tenant agree that a short form memorandum of this Lease may be recorded in the Public Records of the county and state in which the Premises are located, containing the language of this clause, the name of the Landlord, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

**11. ASSIGNMENT AND SUBLETTING.** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed \$1,000.00, incurred by Landlord in connection with the processing of documents necessary to giving of such consent. Notwithstanding anything to the contrary set forth in this Lease, Tenant may assign or sublet the Premises for the uses set forth herein upon Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed: (i) to any parent, subsidiary or affiliate of Tenant, (ii) to any corporation or other entity with or into which Tenant shall be merged or consolidated or (iii) to any corporation or other entity purchasing or otherwise receiving substantially all of the assets or corporate stock of Tenant.

**12. HOLD HARMLESS.** Tenant shall indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants and agents against and from any and all claims and actions arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants, and agents against and from any and all claims and actions arising from any breach or default the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, reasonable attorney's fees, losses, and liabilities incurred in or about the defense of any such

claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord or Landlord's appointed officials, officers, employees, consultants, or agents by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

**13. SUBROGATION.** Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain from their insurers the applicable waivers and provide evidence of same to the other party. Each party, at their own cost, shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

**14. LIABILITY AND PROPERTY INSURANCE.**

(a) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord, Landlord's property manager, and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than the Minimum General Liability Coverage amounts set forth in the Basic Provisions. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto together with a list identifying the Premises as a covered property and a Schedule of Values. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage without 30 days notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

(b) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of personal property insurance covering Tenant's personal property located on the Premises as well as any improvements made by Tenant to the Premises and of the Contents.

**15. UTILITIES.** Landlord shall pay for all water, gas, heat, light, power, sewer charges, telephone service, janitorial costs, regular pest controls and all other services and utilities supplied to the Premises, together with any taxes thereon.

**16. PERSONAL PROPERTY TAXES.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its

share of such taxes within ten days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

**17. RULES AND REGULATIONS.** Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

**18. ENTRY BY LANDLORD.** Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective lenders, purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Property of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall have the right to use any and all reasonable means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

**19. TENANT'S DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant where such failure shall continue for a period of twenty days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than twenty days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within said twenty day period and thereafter diligently prosecutes such cure to completion.

(b) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within 60 days), or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.

**20. REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with written notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to recover from Tenant all damages actually incurred by Landlord by reason of Tenant's default including, but not limited to the cost of recovering possession of the Premises and reasonable attorney's fees

(b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

**21. DEFAULT BY LANDLORD.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than twenty days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than twenty days are required for performance then Landlord shall not be in default if Landlord commences performance within such twenty day period and thereafter diligently prosecutes the same to completion. In the event of Landlord's default, Tenant's remedies shall be limited to specific performance and/or an injunction.

**22. RECONSTRUCTION.** In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to either repair same to the extent of insurance proceeds received or to provide mutually acceptable substitute Premises, and this Lease shall remain in full force and effect.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than 10% of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of 10% or more of the full replacement cost then Landlord shall have the option to: (1) repair or restore such damage, this Lease continuing in full force and effect, or (2) give notice to Tenant at any time within 60 days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than 30 days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant or of the Contents.

**23. EMINENT DOMAIN.** If any portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right at its option, within 60 days after said taking, to terminate the Lease upon 30 days written notice. If any part of the Property other than the Premises may be so taken or appropriated, Landlord shall within 60 days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

**24. PARKING AND COMMON AREAS.** The Landlord shall keep the automobile parking and common areas which are a part of the Property in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Tenant, for the use and benefit of Tenant, its agents, employees, customers and licensees, shall, subject to the rights of tenants in the Property having the exclusive right to use certain portions of the common and automobile parking areas, have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers and licensees, to use said common and parking areas during the entire Term for ingress and egress, and automobile parking. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas, and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Landlord shall have the right to alter the common areas and/or automobile parking areas from time to time.

**25. HAZARDOUS SUBSTANCES.** Tenant covenants that Tenant will not generate, store, use, handle, discharge, or release hazardous waste materials on the Premises contrary to applicable law. Tenant agrees to save harmless, defend, and indemnify Landlord against all loss, liability, claims, expenses and damage resulting from any storage or disposal of hazardous waste materials on the Premises by Tenant, including but not limited to court costs, attorney fees, fines, forfeitures, clean up expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity agreement shall continue in full force and effect after termination of this Lease. The term "hazardous waste materials" includes all chemicals, substances, and materials which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency, and shall include without limitation asbestos, polychlorinated-biphenyls, and petroleum derived substances.

**26. ABANDONMENT/SURRENDER.** At the expiration or sooner termination of this Lease, Tenant shall surrender and deliver up the Premises in first class repair and condition, ordinary wear and tear alone excepted, and Tenant shall remove from the Premises all of Tenant's personal property. Upon surrender or abandonment by the Tenant, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Any personal property left or remaining on the Premises at the end of the term (either by expiration or sooner termination) shall be considered abandoned by Tenant and, at the option of the Landlord, may either be retained by Landlord as Landlord's property or may be removed and disposed of by Landlord at Tenant's expense.

**27. MISCELLANEOUS PROVISIONS.**

**(a) Exhibits and Riders.** Clauses, exhibits, riders and addendums, if any, affixed to this Lease are a part hereof.

**(b) Waiver.** The waiver by a party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

**(c) Joint Obligation.** If there is more than one Tenant the obligations hereunder imposed shall be joint and several.

**(d) Marginal Headings.** The marginal headings and article titles to the articles of the Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

**(e) Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

**(f) Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, inure to the benefit of and are binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

**(g) Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

**(h) Quiet Possession.** Upon Tenant observing and performing all of the covenants, conditions and provisions of Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.



(i) **Venue.** The terms and conditions of this Lease shall be construed and controlled in accordance with the laws of Florida; venue for any action arising hereunder shall be in Orange County, Florida.

(j) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties herein.

(k) **Inability to Perform.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(l) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other valid provision shall remain in full force and effect.

(m) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(n) **Choice of Law.** This Lease shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue of any action brought hereunder shall lie in the county in which the Premises are located.

(o) **Attorneys' Fees.** In the event of any litigation arising out of this Lease, including without limitation appellate proceedings, bankruptcy cases, hearing and matters, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(p) **Sale of Premises by Landlord.** Tenant must be properly notified in writing in the event of any sale of the Premises by Landlord. Upon such sale Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(q) **Subordination, Attornment.** Tenant covenants and agrees that this Lease and the Tenant's rights hereunder shall be and is hereby made subject to and subordinate to all existing mortgages, deeds of trust, security interests and other rights of the Landlord's creditors secured by the Premises, as well as any such mortgages, deeds of trust, security interest and other rights of Landlord's creditors which may hereafter be created. The provisions of this paragraph shall be self-operative, but the Tenant covenants and agrees that it will, upon request of the Landlord, in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such

purchaser as the Landlord under this Lease. Tenant must be properly notified in writing upon commencement of such action or proceeding.

**(r) Notices.** All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be delivered in person or sent by United States certified mail, return receipt requested, postage prepaid, addressed to the Tenant at the Premises, and to the address set forth in the Basic Provisions, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, certified mail, return receipt requested, postage prepaid, addressed to the Landlord at the address set forth in the Basic Provisions, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant. All notices delivered in person shall be deemed given on the day of delivery and all notices given by United States certified mail, return receipt requested shall be deemed given three days after the date of mailing.

**(s) Tenant's Statement.** Tenant shall at any time and from time to time, upon not less than ten (10) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of rents and expiration of the term hereof, (d) acknowledging that Tenant claims no present charge, lien or offset against rent, (e) acknowledging that Landlord has performed all inducements required of Landlord with this Lease, including without limitation any construction obligations, (f) agreeing to give Landlord's mortgagee written notice of Landlord's default and to permit the mortgagee to cure such default with a reasonable time after such notice before exercising any remedy Tenant might possess as a result of such default, and (g) such other matters as may be reasonably required by Landlord's mortgagee or purchaser. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

**(t) Radon Gas.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

**(u) Relationship of the Parties.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or anyone else.

**(v) Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation.

**28. WAIVER OF JURY TRIAL.** In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim which may be brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

# CFX 2ND FLOOR LEASE PLAN

SCALE: NTS



*Exhibit "A"*  
 Floor Plan Showing  
 Location of Premises

Available Lease Space =   
 Total Square Footage (SF) = 11,983.30 SF

**EXHIBIT "B"**

**LIST OF CONTENTS**

All fixtures, furniture and equipment located within the Premises, excluding only computer equipment and any leased equipment which Tenant has leased from a third-party under which Tenant has a continuing financial obligation.

**CONSENT AGENDA ITEM  
#32**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 23, 2020

SUBJECT: Approval of Contract Award to Castillo Engineering Services, LLC for Design/Build Services for Hiawassee Mainline Photovoltaic Project No. 408-422, Contract No. 001675

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Notice to Contractors for the above referenced project was advertised on May 10, 2020. Three (3) responses were received by the May 26, 2020 deadline. However, one of the firms did not have the required qualification for the job and was deemed non responsive to the bidding requirements. As required by the Procurement Procedures Manual, the Director of Procurement met with the Manager of Traffic Operations to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

The Evaluation Committee shortlisted both firms. Invitation to Bid was issued to those companies on June 4, 2020, with a due date of July 7, 2020.

Bid results were as follows:

| <u>Bidder</u>                         | <u>Bid Amount</u> |
|---------------------------------------|-------------------|
| 1. Castillo Engineering Services, LLC | \$ 1,942,500.00   |
| 2. Traffic Control Devices            | \$ 7,020,000.00   |

The engineer's estimate for this project is \$ 2,324,380.00. Included in the Five-Year Work Plan is \$2,487,000.00.

The services to be provided consist of design and construction of Elevated Photovoltaic Farms for the Hiawassee Data Center and Hiawassee Mainline Plaza Toll.


The General Systems Consultant reviewed the low bid submitted by Castillo Engineering Services, LLC and has determined there are no unbalanced bid items.

Contract Award to Castillo Engineering Services, LLC  
Project No. 408-422, Contract No. 001675

The Procurement Department has evaluated the bids and has determined that the bid from Castillo Engineering Services, LLC to be responsible and responsive to the bidding requirements. Board award of the contract to Castillo Engineering Services, LLC in the amount of \$1,942,500.00 is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by:

  
Bryan Homayouni, PE  
Manager of Traffic Operations

  
Glenn Pressimone, PE

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
CASTILLO ENGINEERING SERVICES, LLC**

**DESIGN/BUILD SERVICES FOR HIAWASSEE  
MAINLINE PHOTOVOLTAIC**

**PROJECT NO. 408-422  
CONTRACT NO. 001675**

**CONTRACT DATE: AUGUST 13, 2020  
CONTRACT AMOUNT: \$1,942,500.00**

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL  
SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL  
PROVISIONS, PROPOSAL, ADDENDA, PUBLIC CONSTRUCTION  
BOND AND FORMS**



# **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,  
TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, PROPOSAL, ADDENDA,  
PUBLIC CONSTRUCTION BOND AND FORMS**

**FOR**

**DESIGN/BUILD SERVICES FOR HIAWASSEE MAINLINE PHOTOVOLTAIC**

**PROJECT NO. 408-422  
CONTRACT NO. 001675**

**AUGUST 2020**

## TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u>  | <u>Page</u>    |
|----------------|---|----------------|
| B              | CONTRACT  | B-1 to B-7     |
|                | Memorandum of Agreement   | 1 to 10        |
|                | Addendum No. 1  |                |
|                | Addendum No. 2  |                |
|                | Addendum No. 3  |                |
|                | Deign Criteria Package  | 1 – 26         |
|                | Attachment A - Hiawassee Pond Drainage Site PV Conceptual Drawings (PDF)  |                |
|                | Attachment B - Landscaping Plans  |                |
|                | Attachment C - Site 1 and 2 Drainage Calculations                         |                |
|                | Attachment D – ITS Technical Specifications                               |                |
|                | Attachment E – Site 2 Geotechnical Report                                 |                |
|                | Attachment F – Electrical Diagrams for Data Center and Hiawassee Mainline |                |
|                | Attachment G – Special Provisions   |                |
|                | Attachment H – General Specifications                                     |                |
|                | Exhibit A – Scope of Services   | A-1            |
| C              | Exhibit B – PROPOSAL<br>(Proposal Bond Pages C-5 thru C-6 not included)   | C-1 to C-12    |
| VR             | VEHICLE REGISTRATION FORM   | VR-1 to VR-2   |
| PCB            | PUBLIC CONSTRUCTION BOND  | PCB-1 to PCB-4 |

**AGREEMENT FOR  
DESIGN/BUILD SERVICES FOR HIAWASSEE MAINLINE PHOTOVOLTAIC  
PROJECT NO. 408-422, CONTRACT NO. 001675**

**THIS AGREEMENT FOR DESIGN/BUILD SERVICES FOR HIAWASSEE MAINLINE PHOTOVOLTAIC (“AGREEMENT”)** is made and entered into as of the 13<sup>th</sup> day of August 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 (hereinafter called “CFX”) and Castillo Engineering Services, LLC, (hereinafter called “DESIGN/BUILDER”), a Florida limited liability company, registered and authorized to conduct business in the State of Florida, whose principal address is 620 N. N. Wymore Rd., Suite 250, Maitland, Fla. 32751 and who is duly authorized. CFX and DESIGN/Builder may hereinafter be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, CFX desires to obtain the professional architectural, engineering and construction services of DESIGN/BUILDER concerning certain services for the design, engineering and construction of Hiawassee Mainline Photovoltaic, Project No. 408-422 (hereafter referred to as the “Project”), said services being more fully described in the “Scope of Services” attached hereto as **Exhibit “A”** and incorporated herein (“Scope of Services”); and

**WHEREAS**, CFX issued a Request for Proposals for Design/Build Services for Hiawassee Mainline Photovoltaic, Project No. 408-422 (“RFP”); and

**WHEREAS**, DESIGN/BUILDER submitted a proposal in response to the RFP; and  
i

**NOW, THEREFORE**, CFX and DESIGN/BUILDER, in consideration of the mutual covenants and provisions hereinafter set forth, agree as follows:

**ARTICLE 1. WORK**

1.1 DESIGN/BUILDER shall, consistent with applicable state licensing laws, provide professional architectural, engineering and construction services for the Project in accordance with the Contract Documents, as more particularly defined in Article 6 hereof. The “Work” is generally described and defined as any and all completed professional architectural, engineering and construction services, and the various separately identifiable parts thereof, required to be performed or furnished to complete the design, engineering and construction of the Project in accordance with the terms and conditions of the Contract Documents.

**ARTICLE 2. CONTRACT TIMES AND LIQUIDATED DAMAGES**

**2.1 Substantial and Final Completion**

A. The “Commencement Date” shall be established in a written Notice to Proceed to be issued by CFX. Any Work performed by DESIGN/BUILDER prior to the Commencement Date shall be at the sole risk and expense of DESIGN/BUILDER. The total period of time beginning with the Commencement Date and ending on the date the Work is fully

completed and ready for Final Acceptable by CFX (“Final Completion”) is referred to hereafter as the “Contract Time”. The Work related to the design, engineering and construction of the Project shall reach Substantial Completion within 300 calendar days of the Commencement Date, plus such additional time as may have been granted by CFX. The entire Work shall be fully completed and ready for Final Acceptance by CFX within 330 calendar days of the Commencement Date, plus such additional time as may have been granted by CFX.,

## 2.2 **Liquidated Damages**

A. **Substantial Completion.** CFX and the DESIGN/BUILDER recognize that time is of the essence of the Contract and that CFX will suffer financial loss if the Work is not completed within the times specified above or within such additional time as may have been granted by CFX. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CFX if the Work is not completed on time. Accordingly, instead of requiring such proof, CFX and the DESIGN/BUILDER agree that CFX shall be entitled to assess as liquidated damages for delay (but not as a penalty), and the DESIGN/BUILDER shall pay CFX Five Hundred and 00/100 Dollars (\$500.00) for each calendar day that expires after the time specified above for Substantial Completion until the Work achieves Substantial Completion or until the scheduled Final Completion date, whichever occurs first.

B. **Final Completion.** If the DESIGN/BUILDER shall neglect, refuse, or fail to complete the Work within the time specified above for Final Completion (plus such additional time as may have been granted by CFX), CFX and the DESIGN/BUILDER agree that CFX shall be entitled to assess as liquidated damages for delay (but not as a penalty), and the DESIGN/BUILDER shall pay CFX Two Hundred Fifty and 00/100 Dollars (\$250.00) for each calendar day that expires after the time specified above for Final Completion.

## **ARTICLE 3. CONTRACT PRICE**

3.1 CFX will pay DESIGN/BUILDER the fixed amount of \$1,942,500.00 for completion of the Work in accordance with the price proposal attached hereto as **Exhibit “B”** and incorporated herein by reference, and any and all other Contract Documents (“Contract Price”). Any and all payments of the Contract Price shall be paid by CFX to DESIGN/BUILDER in accordance with Article 4 hereof.

## **ARTICLE 4. PAYMENT PROCEDURES**

4.1 DESIGN/BUILDER shall submit, and CFX will review and if acceptable, process for payment, applications for payment in accordance with Section 7 of the General Specifications (hereinafter defined). DESIGN/BUILDERS’S monthly Applications for Payment shall be in such form and contain such detail and backup and other information, documentation, and materials as CFX reasonably may require.

A. **Progress Payments; Retainage.** DESIGN/BUILDER will receive from CFX partial payments of the Contract Price in monthly payments based on estimates of the amount of

Work done or completed as of the date of the Application of Payment (including delivery of certain materials as specified below). The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in any subsequent monthly estimates and the final estimate and payment.

For any lump sum items included in the Contract Price, all such lump sum payments will be measured by the Schedule of Values prepared by DESIGN/BUILDER and agreed upon by CFX, less (i) an amount retained by CFX; and (ii) payments previously made by CFX to DESIGN/BUILDER for such lump sum item. For unit price items, payments will be made for quantities measured and accepted by CFX less (i) an amount retained by CFX; and (ii) payments previously made by CFX to DESIGN/BUILDER for unit price items. The amount retained shall be ten percent (10%) of the value of the Work completed exceeding 75% of the Contract Price.

B. Progress Payments; Stored Materials. Progress payments will be allowed for materials stockpiled in approved locations in the vicinity of the Project. 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 materials on which partial payment is to be made will be incorporated into the Project.
2. Delivery charges will be included in partial payments if properly documented.
3. Partial payments will not be made for materials that were stockpiled prior to award of the Contract for the Project.
4. In no case will partial payments for materials (including partial payments for delivery) exceed 50% of the value of the item.

C. Final Payment. Upon Final Completion and Final Acceptance of the Work by CFX in accordance with paragraph 7.9 of the General Specifications, CFX shall pay to DESIGN/BUILDER the remainder of the Contract Price.

## **ARTICLE 5. DESIGN/BUILDER'S REPRESENTATIONS**

5.1 DESIGN/BUILDER makes the following representations:

A. DESIGN/BUILDER has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 6.1.A through I.

B. DESIGN/BUILDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. DESIGN/BUILDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

D. DESIGN/BUILDER is aware of the general nature of Work to be performed by CFX and others at the Site that relates to the Work as indicated in the Contract Documents.

E. DESIGN/BUILDER has correlated the information known to DESIGN/BUILDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

F. DESIGN/BUILDER has given CFX written notice of all conflicts, errors, ambiguities or discrepancies that DESIGN/BUILDER has discovered in the Contract Documents and the written resolution thereof by CFX is acceptable to DESIGN/BUILDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 6. CONTRACT DOCUMENTS**

6.1 The Contract Documents which comprise the entire agreement between CFX and DESIGN/BUILDER concerning the Work consist of the following:

A. This Agreement (pages B-1 to B-6, inclusive) and any exhibits hereto, including, without limitation, the following:

**Exhibit "A"** - Scope of Services

**Exhibit "B"** - Price Proposal

B. Design Criteria including the Technical Specifications and Drawings.

C. Memorandum of Agreement.

D. Notice to Proceed and Notice to Proceed.

E. Performance and Payment Bond, consisting of pages PPB-1 through PPB-4.

F. General Specifications of the Contract between CFX and DESIGN/BUILDER (pages 1 to 163, inclusive) including Appendix A, Disputes Review Board Three Party Agreement (pages ATT-1 to ATT-9) (collectively, the "General Specifications").

G. Addenda numbers 1 through 3 inclusive.

H. The following which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto.

1. All Work Change Directives, Change Orders, Written Amendments, Field Orders, and other documents amending, modifying or supplementing the Contract Documents pursuant to Article 7 of the Agreement, duly executed by CFX.

2. Specifications as defined in Paragraph 1.3.54 of the General Specifications.

3. Plans as defined in Paragraph 1.3.41 of the General Specifications.

6.2 The documents listed in paragraph 6.1 above are attached to this Agreement (except as expressly noted otherwise above).

6.3 There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Article 7 of the Agreement.

#### **ARTICLE 7. AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

7.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- A. CFX's approval of any required Submittals pursuant to the Contract Documents;
- B. A Work Change Directive;
- C. A Supplemental Agreement;
- D. A formal Written Amendment; or
- E. A Field Order.

#### **ARTICLE 8. MISCELLANEOUS**

8.1 Terms used in this Agreement which are not otherwise defined herein shall have the mean attributed to them pursuant to Section 1 of the General Specifications as defined in Article 6.1E above and attached hereto and incorporated herein by reference (“General Specifications”).

8.2 No assignment by a Party of any rights under or interests in the Contract Documents will be binding on another Party without the written consent of the Party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 CFX and DESIGN/BUILDER each binds itself, its partners, successors, assigns and legal representatives to the other Party, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CFX and DESIGN/BUILDER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 DESIGN/BUILDER agrees to abide by CFX's Code of Ethics, to the extent applicable, and to timely submit CFX's Potential Conflict Disclosure Form.

8.6 In accordance with Section 725.06, Florida Statutes, DESIGN/BUILDER shall indemnify and hold harmless CFX, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of DESIGN/BUILDER and persons employed or utilized by DESIGN/BUILDER in the performance of this Contract. If it is found that the monetary limitation in Section 725.06, Florida Statutes, applies to any indemnification provision in this Contract or application thereof, and the parties submit that the monetary limitation does not apply, then the monetary limitation of DESIGN/BUILDER'S liability shall be the total amount paid or to be paid on this Contract, as it may be amended or supplemented, which limitation DESIGN/BUILDER agrees bears a reasonable commercial relationship to the Contract and is part of the Project Specifications or bid documents.

8.7 To the extent that there are design professional services subject to Section 725.08, Florida Statutes, and notwithstanding the provisions of Section 725.06, Florida Statutes, DESIGN/BUILDER shall indemnify and hold harmless CFX, and its officers and employees, from liability, 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 DESIGN/BUILDER and other persons employed or utilized by DESIGN/BUILDER in the performance of the Contract.

**[SIGNATURES TO FOLLOW]**



Project No. 408-422  
Contract No. 001675

IN WITNESS WHEREOF, CFX and DESIGN/BUILDER have signed this Agreement on the date set forth below. All portions of the Contract Documents have been signed, initialed or identified by CFX and DESIGN/BUILDER. This Contract was awarded by CFX's Governing Board at its meeting on August 13, 2020.

**CASTILLO ENGINEERING SERVICES, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Director of Procurement

DATE: \_\_\_\_\_

Approved as to form and execution  
for reliance by CFX only.

\_\_\_\_\_  
General Counsel for CFX

MEMORANDUM OF AGREEMENT

PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS

July 21, 2020

This Pre-Award Meeting Memorandum (“Memorandum”) for Hiawassee Mainline Photovoltaic Design/Build Services, CFX Project No. 408-422, is made and entered this 21st day of July 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, Castillo Engineering, LLC (“Contractor”), a Florida corporation with offices at 620 N. Wymore Road, Suite 250, Longwood, FL 32779, (Individually, Party and collectively, Parties)

WITNESSETH THAT:

WHEREAS, the CFX will enter into an agreement with Contractor to construct Project No. 408-422 Hiawassee Mainline Photovoltaic Design/Build Services 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. 408-422 and the Contractor has agreed to provide such Services in accordance with its bid of July 7, 2020;

WHEREAS, the Services generally consists of the design and construction of two Elevated Photovoltaic Farms; one Elevated Photovoltaic Farm for the Hiawassee Data Center (Site 1); and one Elevated Photovoltaic Farm for the Hiawassee Mainline Plaza Toll (Site 2) 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 July 21, 2020, between 1:30 p.m. and 2:30 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 pre-award 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 has agreed to waive any contingency for Item No. CON-1 Construction Services in their price proposal associated with the fluctuating prices of PV modules. All parties agreed to the \$1,712,500.00 lump sum amount for this item.
- C. CFX agreed to Owner direct material purchase the materials (PV modules) which historically are subject to fluctuating prices outside of the Contractor's control as indicated in their bid. As such, SP-14 Direct Materials Purchase Option Contract language is provided as ATTACHMENT C to this document and hereby added to the Contract.
- D. The Contractor agreed to secure all required permits necessary for the performance of the work as required by Section 11 of the Scope of Services with the condition that that proposed solar array sites are properly zoned to allow for the permits to be secured. CFX represents that their R/W is appropriately zoned for the solar array installation and directs the Contractor to proceed accordingly. CFX committed to recognize potential impacts if there are zoning issues that arise.
- E. CFX agreed to provide a laydown yard in close proximity to the worksite for storage of the Contractor's construction materials throughout the Project. Determination of an acceptable laydown yard shall be coordinated with the CEI.
- F. The Contractor requested clarification on bid Item No. 0999-001-000 Allowance for Disputes Review Board. CFX refers the Contractor to General Specification 10.2 Disputes Resolution, specifically General Specification 10.2.7 as it refers to compensation for convening a DRB. All parties agreed to assemble a DRB only in the event of a dispute arising during the course of the Project.
- G. The Contractor requested clarification on bid Item No. 0999-002-000 Work Order Allowance. CFX refers the Contractor to General Specification 1.3.73 Work Order





Allowance.

- H. The Contractor requested clarification on any costs associated with setting up a lane closure. CFX clarified that all costs associated with setting up a lane closure, including but not limited to channelizing devices, signage, off-duty law enforcement officer, etc., are the responsibility of the Contractor. The only additional cost that the Contractor could incur associated with a lane closure is due to lane rental fees as outlined in SP-3 Lane and Ramp Closure Restrictions.
- I. The Contractor acknowledged and agreed to the required one-year System Warranty requirements outlined in Special Provision 13 added in Addendum No. 2. During the one-year System Warranty, commencing upon Final Acceptance of the Project, the Contractor will be responsible for responding to service calls to correct workmanship issues or making repairs to or replacing equipment as necessary to maintain a properly functioning system. CFX Maintenance representatives will accompany the Contractor's technicians during the System Warranty period to develop a working knowledge of the system.
- J. The Contractor acknowledged and understands that they shall follow the requirements listed under Section 7 of the Scope of Services for Temporary Traffic Control. Temporary Traffic Control Plans shall be developed for any deviations from the FY 2019-20 FDOT Standard Plans 102 Series for all Maintenance of Traffic (MOT) operations for this project.
- K. The Contractor acknowledged and agreed to SP-2 requiring that the work reach Substantial Completion within 300 calendar days and that the work shall be completed and ready for Final Acceptance within 330 calendar days after the charging of Contract Time begins. The Contractor understands that there will be a 30-day period following Substantial Completion that is designated for conditional acceptance and burn-in testing and completion of any deficiency and punch list items.
- L. The Contractor acknowledged the spare parts requirements outlined in Section 14.4 of the Scope of Services requiring that they furnish spare parts required for the first three-years of routine maintenance of the system as recommended by the manufacturers. Additionally, the Design-Build Firm must furnish a spare equipment list with current pricing, contacts for purchasing, etc.
- M. The Contractor acknowledged and agreed to the requirements of SP-12 Fence Installation requiring a 6' fence along the perimeter of each solar array and a double gate at each maintenance entrance to service roads for each solar array.

#### 4. EXECUTION

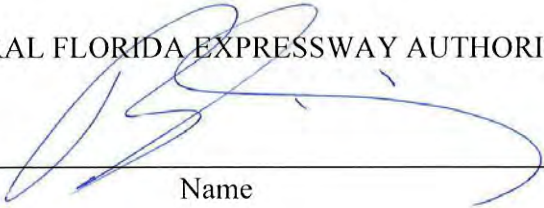
It is agreed and understood by the Parties that the execution of this Memorandum and its effectiveness is contingent upon execution of the Contract by and between CFX and Contractor.



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

By:

  
\_\_\_\_\_

Name

**Director of Construction**

\_\_\_\_\_

Title

  
\_\_\_\_\_

Witness

CASTILLO ENGINEERING, LLC

By:

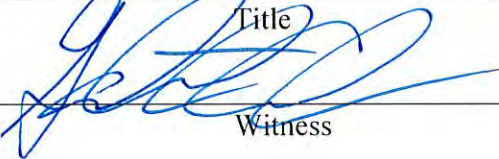
  
\_\_\_\_\_

Name

*Vice President*

\_\_\_\_\_

Title

  
\_\_\_\_\_

Witness

ATTACHMENT B  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
HIAWASSEE MAINLINE PHOTOVOLTAIC DESIGN/BUILD SERVICES  
PROJECT NO. 408-422  
PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS  
July 21, 2020

INTRODUCTIONS – All parties in attendance via Microsoft Teams were introduced. Reference ATTACHMENT A List of Attendees

SCOPE – Design and construction of two Elevated Photovoltaic Farms; one for the Hiawassee Data Center; and one for the Hiawassee Mainline Plaza Toll. The Design/Builder shall perform all investigations, coordination and design to produce final approved construction plans for the photovoltaic array, drainage, mounting and rack structures, electrical distribution system, utility interconnection, necessary permitting, and traffic control. The Design/Builder shall provide signed and sealed construction plans for the photovoltaic array and corresponding components.

PURPOSE – Joint review of Contractor’s bid and the documents on which the bid is based to confirm is consistent with the intent of the plans and specifications. Determination if there are any known errors or omissions and opportunity to provide clarifications on the bid documents prior to entering into a Contract.

REVIEW TOPICS

1. General Specifications, Technical Specifications and Special Provisions
  - Governing Contract Documents include:
    - Request for Proposal (RFP)
    - Special Provisions (RFP Attachment H)
    - Technical Specifications (RFP Attachment D)
    - General Specification (RFP Attachment H)
    - July 2019 FDOT Standard Specifications (Divisions II & III)
    - CFX ITS Design Standards
    - FY 2019-20 FDOT Standard Plans
2. Bid Tabulation
  - Discussion of Item No. CON-1 Construction Services – *Reference Section 3 Item B. of the MOA*
3. Maintenance of Traffic
  - *Temporary Traffic Control (SOS Section 7)*
  - *FY 2019-20 FDOT Standard Plans 102 Series*
4. Plans

- Design
    - Governing Regulations (SOS Section 3)
    - Technical Criteria (SOS Section 4)
  - Submittals (SOS Section 14)
    - 100% Plans
    - Final S&S Plans
    - As-Constructed Record Drawings
5. Addenda
- Addendum No. 1 – Issued June 15, 2020
  - Addendum No. 2 – Issued June 29, 2020
    - *Add SP-12, Fence Installation – Reference Section 3 Item M. of the MOA*
    - *Add SP-13, System Warranty – Reference Section 3 Item I. of the MOA*
    - Responses to Bid Questions
      - Q006: Spare Parts – See SOS Section 14.4
        - *Provide spare parts recommended by manufacturers that will be required for the first three years of routine maintenance*
        - *Spare equipment list such as inverters and PV panels shall be provided with current pricing, contact for purchasing, etc.*
  - Addendum No. 3 – Issued June 30, 2020
    - Responses to Bid Questions
6. Contract Time (SP-2)
- *Substantial Completion – 300 calendar days*
  - *Final Acceptance – 330 calendar days*

#### OTHER BUSINESS

1. Procurement Times – *No concerns with procurement times*
2. Permitting Discussion – *Reference Section 3 Item D. of the MOA*
3. Notice-to-Proceed (NTP) Date – *TBD*
4. Pre-Construction Conference Date – *TBD*
5. Escrow of Bid Records (SP-7) – *Castillo will coordinate with CEI on a date to place bid records in safety deposit box*

#### EXECUTION OF MEMORANDUM

1. *Discussion of MOA execution*
2. *C-7 & C-8 forms for D/M/WBE Utilization*

#### CLOSING REMARKS

ATTACHMENT C  
CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
HIAWASSEE MAINLINE PHOTOVOLTAIC DESIGN/BUILD SERVICES  
PROJECT NO. 408-422  
PRE-AWARD MEETING TO REVIEW PLANS, SPECIFICATIONS AND DOCUMENTS  
July 21, 2020

**SP-14. DIRECT MATERIALS PURCHASE OPTION**

1. CFX reserves the right, at its sole option and discretion, to purchase certain materials directly from the Contractor's vendors at prices and terms quoted to the Contractor with applicable Florida State Sales Tax (for the purposes of this Special Provision both Florida State Sales Tax and Florida State Use Tax will be understood to be included when the terms "Tax" or "Florida State Sales Tax" are utilized) and included in the Contractor's bid. As the direct purchaser of these materials, CFX can take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a significant cost reduction to CFX. Only those materials purchased from vendors whose sales are subject to the application of Florida State Sales Tax are affected by this option. The Contractor shall immediately notify the CEI if any materials optioned for direct purchase by CFX are not being provided by vendors who meet this criterion.
2. The Contractor acknowledges that any direct purchase of materials by CFX from the Contractor's vendor does not in any way or manner diminish or modify the contractual duties of the Contractor to CFX including the coordination, inspection, delivery, handling, storage, protection, and installation/incorporation of the aforementioned direct purchase item(s) into the Work. Such duties pertinent thereto set forth in the Contract between the Contractor and CFX remain unchanged.
3. CFX agrees to defend, hold harmless, and indemnify the Contractor from any and all liability for unpaid sales taxes which the Contractor may suffer as a result of claims, demands, costs, interest, penalties or judgments against the Contractor made by or in favor of the State of Florida on account of failure to pay Florida State Sales Taxes on materials purchased by CFX under this direct purchase procedure. CFX agrees to defend against any such claims or actions brought against the Contractor whether rightfully or wrongfully brought or filed. The Contractor agrees that it will promptly notify CFX of any such claim, demand, or action. Upon request of CFX, Contractor agrees to execute any and all documents including, but not necessarily limited to, contract amendments, affidavits, and Department of Revenue forms, reasonably necessary to effectuate the tax saving intent of the direct materials purchase option. CFX shall fully indemnify the Contractor against any adverse action or consequence of Contractor's execution of same.
4. The obligation of Contractor's surety under the Public Construction Bond will remain unmodified and in full force and effect, notwithstanding that CFX has entered into a separate purchasing arrangement with the Contractor's vendor for the direct purchase of the materials and has reduced the amount payable directly to the Contractor by the purchase amount(s), and applicable Florida State Sales Tax.



5. Should CFX choose to exercise the option to direct purchase an item, CFX will provide a Direct Purchase Order Requisition form to the Contractor who shall complete the form by identifying the Project Number, Project Name, item to be direct purchased, cost of the item (material), the specific terms of the agreement between the vendor and the Contractor, and vendor name.
6. After the form is completed, the Contractor shall return the form to the CEI for processing, together with a copy of each purchase order to the vendor(s) for execution by CFX establishing the purchase order amount and terms. The sales tax savings shall be quantified and agreed to between the Contractor and CFX.
7. When the material is delivered to the site, the Contractor shall review and approve the vendor's delivery ticket. After the Contractor has approved the delivery ticket and accepted responsibility for the material, the vendor shall forward its invoice, made out in the name of the Central Florida Expressway Authority, to the CEI. The CEI will forward the invoice to the Contractor who shall:
  - certify to the CEI that the invoiced material has been received in accordance with the direct purchase order and attach the original signed delivery ticket(s);
  - certify that proper invoices have been submitted by the vendor; and
  - submit a final accounting for the purchase order, including but not limited to total purchase order amount as well as sales tax savings.

The Contractor shall return all certifications and documents to the CEI in a time and manner that will allow CFX to promptly pay in accordance with the vendor's payment terms. The Contractor may decline payment or reduce payment to a vendor for specific and documented failures to meet the terms of the agreement with the vendor.

8. CFX will issue a check for the approved invoice amount and mail the check directly to the vendor. A summary will be forwarded to the Contractor for use by the Contractor to track and summarize all payments for the direct purchase(s).
9. On each monthly pay estimate subsequent to the direct purchase, the CEI shall identify each payment for direct purchase. The pay estimates shall reflect a reduction in the amount payable directly to the Contractor for "Payment for Direct Purchases", and for "Sales Tax Savings".
10. The Purchase Order between CFX and the Vendor(s) will be unilaterally assignable by CFX to the Contractor/Sub Contractor. Upon assignment by CFX, CFX will not make further related deduction from monthly pay estimates for sales tax savings and shall reconcile previous amounts deducted for same and for previous amounts paid to the vendor.

Vendors proposing to Prime Contractors and Sub Contractors on this contract agree to accept the following assignability language in purchase orders from CFX for Direct Materials Purchase: "Assignability of Purchase Order - Vendor acknowledges that this purchase order between the Central Florida Expressway Authority is assignable to the Prime Contractor or Sub Contractor for which the original proposal was received. The

Vendor acknowledges the right of CFX to unilaterally assign this Purchase Order at any time and for any reason. Upon assignment, any reference to CFX in the Purchase Order will be understood to be that of the assignee.”

*CENTRAL FLORIDA EXPRESSWAY AUTHORITY*

DESIGN/BUILD  
Design Criteria Package

For

Hiawassee Mainline Photovoltaic Arrays  
Orange County

CFX Project Number: 408-422  
Contract No.: 001675

May 5, 2020

## **Contents**

|       |  |    |
|-------|--|----|
| 1     | Design Criteria Introduction .....               | 5  |
| 1.1   | Project Description .....                        | 5  |
| 2     | Design/Builder Qualifications.....               | 7  |
| 2.1   | Design/Builder Financial Information .....       | 7  |
| 3     | Governing Regulations.....                       | 8  |
| 3.1   | PV Specific Regulations .....                    | 8  |
| 4     | Technical Criteria.....                          | 9  |
| 4.1   | General.....                                     | 9  |
| 4.2   | Design Analysis; Site 1 .....                    | 9  |
| 4.2.1 | Minimum Performance Specifications: .....        | 9  |
| 4.2.2 | Design Specifications: .....                     | 10 |
| 4.3   | Design Analysis; Site 2.....                     | 10 |
| 4.3.1 | Minimum Performance Specifications: .....        | 10 |
| 4.3.2 | Design Specifications: .....                     | 10 |
| 4.4   | Geometric.....                                   | 11 |
| 5     | Drainage Modifications.....                      | 11 |
| 5.1   | General.....                                     | 11 |
| 6     | Structure Criteria.....                          | 12 |
| 6.1   | General.....                                     | 12 |
| 6.2   | Design Analysis .....                            | 12 |
| 6.3   | Construction Limitations .....                   | 12 |
| 6.4   | Utility Interconnection .....                    | 12 |
| 6.5   | Foundations.....                                 | 13 |
| 6.5.1 | Geotechnical Investigation.....                  | 13 |
| 6.6   | Balance of System Components .....               | 13 |
| 7     | Temporary Traffic Control.....                   | 13 |
| 7.1   | Traffic Control Analysis: .....                  | 13 |
| 7.2   | Temporary Traffic Control Plans:.....            | 14 |
| 7.3   | Traffic Control Restrictions: .....              | 15 |
| 8     | Toll Plaza .....                                 | 17 |
| 9     | Utilities.....                                   | 17 |
| 9.1   | Utility Work Schedules.....                      | 18 |
| 9.2   | Electrical Service Interconnection .....         | 18 |
| 10    | Schedule and Plan Progression Requirements ..... | 18 |

---

|      |   |    |
|------|---|----|
| 10.1 | Schedule.....                             | 18 |
| 10.2 | Schedule of Values .....                  | 19 |
| 10.3 | Phase Plan .....                          | 19 |
| 10.4 | Commissioning and Acceptance Testing..... | 20 |
| 11   | Permits.....                              | 20 |
| 11.1 | Design Analysis and Permitting .....      | 20 |
| 11.2 | Possible Permits and Regulations .....    | 22 |
| 12   | Survey .....                              | 22 |
| 13   | Geotechnical.....                         | 22 |
| 14   | Submittals.....                           | 23 |
| 14.1 | 100% Submittal.....                       | 23 |
| 14.2 | Signed and Sealed Plans .....             | 24 |
| 14.3 | Shop Drawings.....                        | 25 |
| 14.4 | As-Constructed Record Drawings .....      | 25 |

## ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Scope of Services as though fully set forth herein.

Attachment A - Hiawassee Pond Drainage Site PV Conceptual Drawings (PDF)

Attachment B - Landscaping Plans

Attachment C - Site 1 and 2 Drainage Calculations

Attachment D - ITS Technical Specifications

Attachment E - Site 2 Geotechnical Report

Attachment F - Electrical Diagrams for Data Center and Hiawassee Mainline

Attachment G - Special Provisions

Attachment H - General Specifications

## **1 Design Criteria Introduction**

This Scope of Services includes the criteria for the design of several components, as noted below, associated with design and construction of the photovoltaic arrays for the Hiawassee Mainline Plaza and Data Center.

The Design/Builder shall perform all investigations, coordination and design to produce final approved construction plans for the photovoltaic array, drainage, mounting and rack structures, electrical distribution system, utility interconnection, necessary permitting, and traffic control. The Design/Builder shall provide signed and sealed construction plans for the photovoltaic array and corresponding components.

### **1.1 Project Description**

#### Photovoltaic Array:

The photovoltaic array shall be designed and constructed at Site 1, within the corresponding dry pond (ID NO. 408-504/506A **C**). The Design/Builder shall also design and construct a second photovoltaic array within Site 2, Pond ID NO. 408-504/506A **B**. Each array shall be designed and constructed to meet minimum technical requirements as outlined in section 3, Technical Criteria, of the scope of services. The Design/Builder shall be responsible for the furnishing and installation of the array, mounting structures, inverters, wiring, transformers, and other electrical components needed to ensure a complete and proper connection to meter numbers 2821772 (Site 1) and 2791026 (Site 2) in a Net Metering configuration.

#### Mounting and Rack Structures:

The Design/Builder shall construct all mounting and rack structures for the photovoltaic panels and the balance of system equipment. These structures shall not be impacted by windspeeds of up to 150 miles per hour and shall ensure the photovoltaic array and electrical components are safely above a flood height corresponding to a 25-year flood with a 96-hour duration for each site. The design build team shall verify the drainage calculations showing a store elevation of 10-foot depth to the bottom of each pond. The Design/Build team shall be responsible for ensuring that corrosion will not impact the performance of the system over the course of the 30-year array lifetime.

#### Toll Plazas and Connection:

The Design/Builder shall be responsible for obtaining an interconnection agreement from the utility, Duke Energy. The Design/Builder shall furnish and install all electrical components needed to have the array be utility interactive. The system shall be designed to attach through meter number 2821772 for Site 1, and meter number 2791026 for Site 2.

Right-of-Way:

The Design/Builder shall identify the limits of their project within the designated areas and obtain approval from the Central Florida Expressway Authority. The Design/Builder shall not use any property outside of the identified areas for the design for either temporary or permanent construction. Design/Building will not be required to obtain new/additional ROW or easements for this project.

Geotechnical:

The Design/Builder is responsible for its own geotechnical investigations, analysis, reporting and implementation.

Temporary Traffic Control:

The Design/Builder shall develop and implement an acceptable temporary traffic control plan (TTCP). The temporary traffic control plan shall maintain all of the interchange movements at all times, unless approved by CFX. The Temporary Traffic Control shall comply with the CFX Design Practices. Every effort shall be made to minimize impacts to the motoring public during construction.

Utilities:

The Design/Builder shall obtain an interconnection agreement from Duke Energy and comply with all requirements of the agreement. The Design/Builder is responsible for all utility relocations and coordination for all utilities within the project limits.



## **2 Design/Builder Qualifications**

The Design/Builder shall demonstrate or employ the services of a Vendor who can demonstrate to the Engineer and the Owner that they specialize in the design and operation of photovoltaic array systems. The Design/Builder must meet the following list of qualifications:

1. Provide documentation in the form of a Florida State License demonstrating the credentials of Design Firm(s), Design Engineers of Record who shall sign and seal the Design Documents, Master Electrician, Electrical Contractor, or Certified Solar Contractor (CVC, CWC).
2. Provide documentation demonstrating a minimum of five (5) examples of successful design & installation of solar photovoltaic systems with at least three (3) installation within the State of Florida. All projects shall be within the last three (3) years.
3. Registered with the State of Florida (sunbiz.org).
4. Bonding Capacity: proposer to submit letter stating their current bonding capacity, performance bonding and completion guarantee capability; source of historical debt financing in the bank or capital markets inclusive of institutional equity.

### **2.1 Design/Builder Financial Information**

The Design/Builder shall provide three (3) years of audited financial reporting for the Design/Builder or, if applicable, any proposed guarantor. Financial information should include, at a minimum, a Balance Sheet, Statements of Income, and Statements of Cash Flows, with accompanying footnotes.

### **3 Governing Regulations**

The services performed by the Design Build Firm shall be in compliance with all applicable manuals and guidelines, including the CFX, NEC, NFPA, IEEE, NEMA, UL, OSHA, FDOT, FHWA, AASHTO, Standard Building Code, and additional requirements specified in this document. Except to the extent consistent with the specific provisions in this document or as otherwise noted below, including updates of the following Manuals and Guidelines, shall be used in the performance of this work. The most recently published standard or reference must be used unless a specific year is mentioned below.

1. National Fire Protection Agency 70 – National Electric Code (NEC) latest approved code, with local amendments
2. Codes, standards policies, regulations and recommended configurations required by Duke Energy
3. Florida Department of Transportation Roadway Plans Preparation Manuals (PPM)
4. Florida Department of Transportation Design Standards
5. Florida Department of Transportation Drainage Manual
6. Florida Department of Transportation Soils and Foundations Handbook
7. Florida Department of Transportation Structures Manual
8. Florida Department of Transportation Production Criteria handbook CADD Structures Standards
9. Florida Department of Transportation's Utility Accommodation Manual
10. CFX ITS Design Standards

#### **3.1 PV Specific Regulations**

Below is a list of regulations and codes pertaining to photovoltaic systems specifically. This list does not cover all regulations that the Design/ Builder shall comply with.

1. IEEE 1547: Standard for Interconnecting Distributed Resources with Electric Power Systems
2. UL 1741. Standard for Inverters, Converters, Controllers and Interconnection System Equipment for use with Distributed Energy Resources
3. UL 61730. PV Module Safety Qualification
4. IEC 62446-1. PV Systems – Requirements for Testing, Documentation, and Maintenance
5. ASTM E2848. Standard Test Method for Reporting Photovoltaic Non-Concentrator System Performance
6. ASTM E2047. Standard Test Method for Wet Insulation Integrity Testing of Photovoltaic Arrays
7. NETA ATS. Standard for Acceptance Testing Specifications

## **4 Technical Criteria**

### **4.1 General**

The Design/Builder shall prepare the Photovoltaic Array Package for the Hiawassee Data Center Site 1, ID NO. 408-504/506A **C** and a second photovoltaic array for the Hiawassee Mainline Plaza at Site 2, Pond ID NO. 408-504/506A **B**. This work effort includes the technical and site analysis needed to prepare a complete set of Elevated Photovoltaic Farm Plans, Temporary Traffic Control Plans, Permits, and other necessary documents.

Proposal pricing shall include costs associated with a minimum of two-year comprehensive warranty from a creditworthy entity for all non-module balance of plant equipment including design, labor and materials, and fitness for purpose.

### **4.2 Design Analysis: Site 1**

The Design/Builder shall develop and submit a signed and sealed Photovoltaic Array Performance Analysis Report for review and concurrence by CFX.

Any deviation from the Governing Regulations and/or CFX's Design Practices will require approval from CFX. The Design/Builder shall submit such requests to CFX for their consideration. If not accepted by CFX, then the Design/Builder shall modify the design so that all design criteria and practices are met. Deviations from AASHTO criteria will not be considered by CFX for this Project. CFX will not consider any deviation from the required design criteria prior to the submission of the Proposal.

The photovoltaic array design for Site 1 shall be developed to meet the minimum performance specifications and design specifications cited below.

#### **4.2.1 Minimum Performance Specifications:**

- PV array capacity: 320 kW
- Life of PV system: 30 years
- Average annual PV system degradation: 0.5% per year
- Module efficiency: 17%
- Panel temperature coefficient: -0.45% per degree Celsius
- Racking system can withstand winds up to 150 miles per hour.
- Racking system is safely above a flood height corresponding to a 25-year flood with a 96-hour duration.
- Balance of system components safely above a flood height corresponding to a 25-year flood with a 96-hour duration.
- Rated inverter efficiency: 95%

#### **4.2.2 Design Specifications:**

- Monocrystalline modules
- Elevated fixed tilt racking system
- String inverters
- Connection to meter number 2821772.
- All components constructed within dry pond (ID NO. 408-504/506A C) or right-of-way areas.
- Panels must face true solar south.
- The solar energy system must have either “no potential for glare” or “low potential for after-image” (as defined by FAA Glint and Glare calculations) for vehicles traveling on SR 408.
- The solar energy system must have either “no potential for glare” or “low potential for after-image” (as defined by FAA Glint and Glare calculations) for residential locations in the vicinity of the project.

### **4.3 Design Analysis: Site 2**

All Design/Builder responsibilities shall remain the same for the design and construction of the second array, but the array shall be designed to meet the minimum performance specifications and design specifications cited below.

#### **4.3.1 Minimum Performance Specifications:**

- PV array capacity: 250 kW
- Life of PV system: 30 years
- Average annual PV system degradation: 0.5% per year
- Module efficiency: 17%
- Panel temperature coefficient: -0.45% per degree Celsius
- Racking system can withstand winds up to 150 miles per hour.
- Racking system is safely above a flood height corresponding to a 25-year flood with a 96-hour duration.
- Balance of system components are safely above a flood height corresponding to a 25-year flood with a 96-hour duration.
- Rated inverter efficiency: 95%

#### **4.3.2 Design Specifications:**

- Monocrystalline modules
- Elevated fixed tilt racking system
- String inverters
- Connection to meter number 2791026.

- All components constructed within dry pond (ID NO. 408-504/506A **B**) or right-of-way areas.
- Panels must face true solar south.
- The solar energy system must have either “no potential for glare” or “low potential for after-image” (as defined by FAA Glint and Glare calculations) for vehicles traveling on SR 408.
- The solar energy system must have either “no potential for glare” or “low potential for after-image” (as defined by FAA Glint and Glare calculations) for residential locations in the vicinity of the project.

#### **4.4 Geometric**

The Design/Builder shall preserve as many of the existing trees located within the construction area through coordination of design and construction activities. The Design/Builder shall prepare a design that minimizes landscaping impacts, identify any potential vegetation that will negatively impact the planned PV array and coordinate with CFX for tree tagging prior to the disturbance of any vegetation or trees within this loop ramp area.

#### **4.5 System Monitoring**

The system at each site shall be provided with a central point where the system status and operating criteria can be locally monitored from. Capacity shall be provided for a future connection via TCP/IP/SNMP to remotely monitor the system. Where multiple inverters are used in the system, they shall be provided with Modbus TCP and networked together with a central controller.

### **5 Drainage Modifications**

#### **5.1 General**

The Design/Builder shall be responsible for the modifications to the drainage and stormwater management systems, if needed. The water flow through each outfall and drainage shall not be impacted from the constructed array and associated components. Each outfall shall have a radius of at least 20 feet where no components of the design shall be constructed. Additionally, A site layout showing the outfall and drainage areas is provided for reference ( Attachment – A).

If required, the Design/Builder shall obtain the stormwater management permit from the St. Johns River Water Management District (SJRWMD). The Design/Builder shall construct the stormwater management system in accordance with the permit. If the

stormwater management system is revised from that outlined in the permit, the Design/Builder shall be responsible for all required permit modifications, including all associated costs. No additional time will be granted for processing of modified permits.

## **6 Structure Criteria**

### **6.1 General**

Photovoltaic mounting racks shall be constructed in accordance with the governing regulations outlines in section 2 of the scope of services. The racking systems shall be spaced so that the shading caused by each array of modules does not impact the performance of another array. The modules shall face true south and have an unobstructed solar window from 9am to 3pm, solar time.

The Design-Builder shall be responsible for the design and construction of the racking system so that the arrays will safely above a flood height corresponding to a 25-year flood with a 96-hour duration and will not be impacted by windspeeds of up to 150 miles per hour.

### **6.2 Design Analysis**

The Design/Builder shall submit final signed and sealed documentation by a licensed Professional Engineer in the State of Florida prepared during the development of the structures plans for photovoltaic array site layout, mounting racks, and mounting for inverters, wiring, and transformers.

The Design/Builder shall ensure that the final Geotechnical recommendations and reports required for final design are submitted with the 100% structures plans.

### **6.3 Construction Limitations**

The Design/Builder shall meet the flowing limitations in their design and construction of the photovoltaic array.

1. There must be a dirt service road of at least 15 feet in width that runs from the nearby highway to each of the drainage spots shown in Attachment A for maintenance.
2. All photovoltaic paneling and mounting racks shall be constructed a minimum of 10 feet from retaining walls and project area boundaries.
3. All drainage structures, shown in Attachment A, shall have a minimum of 20-foot radius around each location where no components or structures will be constructed.

### **6.4 Utility Interconnection**

The Design/Builder shall obtain and meet the requirements for a net metering interconnection agreement from Duke Energy. The Design/Builder shall be responsible for the connection of the photovoltaic array to meter number 2821772 for Site 1, and 2791026 for Site 2.

## **6.5 Foundations**

The Design/Builder shall design and construct foundational support for the photovoltaic racking system. The foundational support shall be in compliance with the governing regulations as outlined in section 2 of the scope of services.

### **6.5.1 Geotechnical Investigation**

The Design-Builder shall be responsible for obtaining all geotechnical information necessary to design the photovoltaic array structures and to prepare construction plans. The Geotechnical Report and Plan sheet shall be signed and sealed by a licensed Professional Engineer in the State of Florida.

## **6.6 Balance of System Components**

The Design/Builder shall design and construct all needed balance of system components including fasteners, brackets, enclosures, racks, and other structural supports for the installation of the photovoltaic array components. Balance of system components shall be constructed safely above a flood height corresponding to a 25-year flood with a 96-hour duration and shall not be impacted from winds of up to 150 miles per hour.

## **7 Temporary Traffic Control**

### **7.1 Traffic Control Analysis:**

The Design/Builder shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular traffic during all phases of construction. The areas shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The TTCP shall be prepared by a certified designer who has completed the FDOT's Advanced MOT training course, and in accordance with the FDOT's Design Standards and the Roadway Plans Preparation Manual. Any deviations from the Standard Index shall be completed by a Professional Engineer licensed in the State of Florida and shall be submitted and approved by CFX.

## **7.2 Temporary Traffic Control Plans:**

The Design/Builder shall coordinate all construction activities with adjacent project(s).

The Design/Builder shall utilize Standard Plans Index Series 102 Maintenance of Traffic of the FDOT's Standard Plans for Road Construction where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan (TTCP) shall be developed. The Design/Builder shall prepare plan sheets, notes, and details for CFX approval to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s). After CFX approval the Design/Builder shall provide a TTCP that is signed and sealed by a Professional Engineer registered in the State of Florida.

The following additional traffic control criteria shall be maintained by the Design-Builder:

- The Design/Builder shall coordinate with toll plaza managers 72 hours prior to performing any traffic control work within 2,000 feet of a toll plaza.
- Existing posted speeds shall be maintained at all times during construction.
- Minimum lane widths to be accommodated at all times include:
  - SR 408: inside 12' lane, outside 12' lane
- Minimum shoulder widths shall be maintained at all times during construction as per the FDOT Standard Plans for Road Construction.
- The Design/Builder shall be responsible for providing a law enforcement officer during all lane closure operations and during all night operations.
- CFX property affected by the construction work shall be restored to a condition equal to or better than existing pre-construction condition unless specifically exempt in the plans. All cost shall be incidental to existing pay items.
- It is the Design/Build team's responsibility to remove all unused barricades, signs, and/or warning devices to the appropriate storage facility upon completion of their use for the designed traffic control operation. During restricted hours of operation, unused MOT signs may remain in place, but shall not face traffic and shall be completely covered so as not to be readable.
- The Design/Build team is advised that lane closures are permitted at the following times:
  - SR 408 – Florida Turnpike to I-4 : 9 PM to 6 AM
  - The Design/Build team is advised that lane closures are not permitted from 5:00 A.M. to 11:00 P.M. on the ramps. If the Director of Construction or CFX Designee determines any lane closure is causing extended traffic congestion. The Director of Construction or CFX Designee may direct the



contractor to open the lane closure until traffic returns to an acceptable flow. Either the Director of Construction or CFX Designee will determine when the flow of traffic is acceptable.

- Delay costs to the Design/Build team will result if all travel lanes and ramps are not open to traffic during the times outside of the permitted lane closure hours. The DB Team shall plan operations such that all equipment and materials installed by the team for lane closures are removed from the clear zone and travel lanes are reopened to traffic. For Mainline and Ramp closures that occur outside the permitted lane closure hours, a lane rental fee will be assessed to the contractor in the amount of \$1,000 per Lane/Ramp for each minute that any Lane/Ramp is not open to traffic.
- Lane rental fees will be assessed and will continue to accrue until subject Lane/Ramp is open to a traffic flow as recorded by CFX. CFX shall have the right to apply as payment on such fees any money that is due to the DB team by CFX. At the discretion of the Director of Construction and/or CFX Designee, lane rental fees will not be charged for failure to open traffic lanes/ramps if such cause is beyond the control of the DB team, i.e. catastrophic events, and accidents not related or caused by the DB team's operations.

### **7.3 Traffic Control Restrictions:**

There will be NO LANE CLOSURES ALLOWED between the hours of 6:00 AM to 9:00 PM. The time required for set up and removal of lane closures shall occur within the allowable lane closure times. A lane may only be closed during active work periods. Rolling barricades will be allowed during the approved lane closure hours. The Design/Builder shall have only one through lane closed in each direction on SR 408 during the permitted lane closure hours. All lane closures shall not exceed two (2) miles in length, inclusive of required tapers. Ramp closures are not permitted unless approved by CFX. The Design/Builder shall complete and submit the anticipated lane closure form to CFX a minimum of 14 calendar days prior to the start of the proposed lane closure. All lane closures, including approved ramp closures, must be reported to the local emergency agencies, the media and the CFX information officer. Also, the Design-Builder shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency or if the lane closure causes a driver delay greater than 20 minutes.

NO LANE CLOSURES are allowed on the Project during the events below

- Bike Week
- Daytona Races
- Camping World Stadium Events

- University of Central Florida Home Football Games

The Design/Builder shall provide a uniformed off-duty law enforcement officer with a marked vehicle during the set up and removal of all lane closure operations.

## **8 Toll Plaza**

The proposed photovoltaic array system shall be designed and constructed to support the power load of the Hiawasse Mainline Toll Plaza and Data Center. The Design/Builder is responsible for avoiding impacts to all existing toll collection equipment and toll collection communication equipment within the project limits for the duration of the construction. Toll collection shall be maintained at all times. Any impacts to the toll collection system caused by construction activities associated with this project shall be the responsibility of the Design/Builder. CFX reserves the right to use on staff maintenance contractors to rectify any damage or other impacts caused by the Design/Builder and deduct any associated costs for the repairs from payments due to the Design/Builder.

## **9 Utilities**

The Design/Builder is required to conduct all utility coordination and scheduling of the relocation of the utilities, if necessary, as a result of their design.

The Design/Builder's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design/Builder's plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and properly coordinating this information.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to CFX for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
10. Providing periodic Project updates to CFX as requested.
11. Coordination with CFX on any issues that arise concerning reimbursement of utility work costs.

## **9.1 Utility Work Schedules**

The Utility Adjustments shall be governed by the Florida Department of Transportation's Utility Accommodation Manual, Florida Statutes and Florida Administrative Code.

No Utility Work Schedules are provided as no utility adjustments are anticipated. The Design-Builder shall be responsible for Utility Work Schedules if required by their design.

## **9.2 Electrical Service Interconnection**

The Design/Builder is responsible for the design and installation of the proposed buried electric raceway for the photovoltaic array and associated electrical connections in accordance with CFX ITS Design Standards and Specifications and Duke Energy Specifications as found at the Florida State section of the link: <https://www.duke-energy.com/home/products/renewable-energy/generate-your-own>. The costs to the Design/Builder may include but are not limited to conduits, pull boxes, manholes, electrical service wire, all coordination efforts with Duke Energy, and any fees imposed by Duke Energy for the interconnection agreement. The interconnection agreement will be between Duke Energy and CFX.

The Design/Builder shall meet all Duke Energy interconnection agreement requirements as set out for a net metering configured Tier 3 system (>100 kW and <2000 kW) as found at the Duke link above. Typically, Florida Utilities, including Duke Energy, follow a three step process with associated fees and system studies for the interconnection process, namely Feasibility Study, System Impact Study and a Facility Study. All information regarding the agreement and current procedures can be found at the link provided above. The Design/Builder shall be responsible for creating a Duke Energy account and completing all necessary steps required for the Tier 3 interconnection agreements associated with each of the two solar generation sites for this project.

The Design/Builder shall locate all electric service points (from the meter to the load center) within the construction area.

## **10 Schedule and Plan Progression Requirements**

The Proposed Contract Duration shall be submitted with the Bid Price Proposal.

### **10.1 Schedule**

The Design/Builder shall submit a Schedule, in accordance with the General Conditions.

The Design/Builder's Schedule shall allow for up to fifteen (15) business days (excluding weekends and CFX observed Holidays) review time for the CFX's review of all submittals.

## **10.2 Schedule of Values**

The Design/Builder is responsible for submitting estimates requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values. Final payment will be made upon final acceptance by CFX of the Project. The Design-Builder must submit the schedule of values to CFX for approval. No estimates requesting payment shall be submitted prior to CFX approval of the schedule of values.

Upon receipt of the estimates requesting payment, CFX will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

## **10.3 Phase Plan**

The Design/Builder shall prepare and submit 100% and Final Signed and Sealed plans for the components listed above for review and approval by the CFX. The Design/Builder shall wait until approval on the final signed and sealed plans has been received from CFX before beginning any construction. Any work that is started before the approval of the final signed and sealed plans is subject to rejection from CFX at the Design/Builder's expense. The general requirements governing the progression and schedule are:

1. The design plans must be submitted and approved. Plans will be returned to the Design/Builder within twenty-one (21) business days (excluding weekends and CFX observed Holidays) with approvals or request for additional information. This turnaround is based upon complete and accurate submittals being made by the Design/Builder in accordance with the most current submittal schedule approved by the CFX. Any work undertaken by the Design/Builder prior to approval is at its own risk.
2. Shop drawings approved by the Engineer of Record shall be furnished to CFX for acceptance prior to the installation of the components.
3. A hard copy of all final signed and sealed plans and Technical Special Provisions (with all corrections/changes made to the 100% submittals) and a disk of the CADD files shall be submitted to the CFX as part of the Final Plans Submittal.
4. No construction activity which affects traffic flow in any way shall be undertaken prior to the submittal and approval of the traffic control plans for

that phase of work.

5. As-Built and Record drawings shall be submitted to CFX before Final Acceptance of the project. These plans shall include GIS locates of the installed infrastructure which follows the CFX ITS Technical Special Provisions.

#### **10.4 Commissioning and Acceptance Testing**

System acceptance testing and commissioning shall be conducted in accordance with IEC 62446, ASTM E2848, ASTM E2047 and manufacturer recommendations. The electrical components of the system shall be tested in accordance with NETA ATS.

During commissioning, a CFX representative shall observe and verify each system performance. Required commissioning and acceptance test services includes insuring the PV systems achieve performance objectives.

### **11 Permits**

The Design/Builder shall be responsible for obtaining, paying for, and following all necessary permitting required for the project.

All construction activities shall be in accordance with the permits. The Design/Builder will be responsible for preparing final designs and proposing construction methods that conform to the permits obtained. It shall be the responsibility of the Design/Builder to modify affected permits, including the responsibility of payment of all required permit fees. All permits, including dewatering, required for a particular construction activity will be acquired by the Design/Builder prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, will be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation.

Any fines levied by permitting agencies shall be the responsibility of the Design/Builder.

The Design/Builder shall also submit to CFX As-built Certifications required by the permitting agencies as part of the notification of completion of construction. The certificates shall be signed and sealed by a professional land surveyor or professional engineer registered in the State of Florida.

#### **11.1 Design Analysis and Permitting**

The Design/Builder will be responsible for preparing designs and proposing construction methods that are permissible. The Design/Builder shall be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous

permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design/Builder, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, CFX is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

The Design/Builder shall be responsible for modifying the issued permits as necessary to accurately depict the final design. The Design/Builder shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design/Builder shall provide the CFX with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the CFX prior to submittal to the agencies.

Any modifications to the drainage structures shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations.

Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design/Builder. Preparation of complete permit packages will be the responsibility of the Design/Builder. The Design/Builder is responsible for the accuracy of all information included in permit application packages. As the permittee, CFX is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. Once the CFX has approved the permit application, the Design/Builder is responsible for submitting the permit application to the respective permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the permitting agencies shall be sent to the CFX. If any agency rejects or denies the permit application, it is the Design/Builder's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design/Builder shall be responsible for any necessary permit extensions or re-permitting in order to keep the permits valid throughout the construction period. The Design/Builder shall provide the CFX with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the CFX prior to submittal to the agencies.

The Design/Builder will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design/Builder. The Design/Builder shall be responsible for complying with all permit conditions.

## **11.2 Probable Permits**

Below is a list of potential permits and regulatory concerns that are applicable to this project. This is not an exhaustive list of all required permits and codes to be obtained and followed but can be used for reference. The Design/Builder shall be responsible for identifying and following all permits and code needed for the design and construction of the photovoltaic systems.

1. Clean Water Act (CWA)
2. Environmental Resource Permit (ERP)
3. National Pollutant Discharge Elimination System (NPDES) Permit
4. City of Orlando floodplain development permit
5. Storm water management permit
6. City of Orlando city building permits
7. Endangered Species Act (ESA)
8. Migratory Bird Treaty Act (MBTA)
9. Bald and Golden Eagle Protection Act (BGEPA)
10. Flood Disaster Protection Act (FDPA)
11. Storm Water Pollution Prevention Plan (SWPPP) permitting
12. Florida Historical Resources Act (FHRA)
13. FAA Compliance

The Design/Builder shall be responsible for identifying if the construction conducted will be conducted in a designated floodplain or wetlands and obtain the necessary permitting for the design and implementation of the photovoltaic arrays. The Design/Builder shall identify if endangered species or protected animals will be impacted under the codes of the ESA, MBTA, and BGEPA and must obtain permitting if required.

## **12 Survey**

The Design/Builder shall perform all surveying services necessary to complete the Project. The Design/Builder shall be responsible for verification of existing conditions, including research of all existing CFX records and other information. By execution of the contract, the Design/Builder specifically acknowledges and agrees that the Design/Builder is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design/Builder and that any information is being provided merely to assist the Design/Builder in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

## **13 Geotechnical**



The Design/Builder is responsible for conducting its own geotechnical investigations for all components of the project. There have been preliminary geotechnical investigations and those for Site 2 are provided for reference. The geotechnical investigations shall encompass the entire right-of-way and designated dry pond for this project.

## **14 Submittals**

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component under review.

### **14.1 100% Submittal**

The Design/Builder shall submit 100% Design Plans for review. The following material shall be developed and submitted for review:

1. Traffic Control Plans
  - a. Detailed plans with required traffic control devices for all phases of construction, with detouring requirements. Plans shall include signing, pavement markings, barricades, barriers, cones, and detour signing as appropriate.
  - b. Phasing plan
2. Electrical Plans
  - a. Load Calculations: Provide the estimated project electrical load based upon the design loads known at the completion of the design. Provide individual circuit loads, tabulated in volt-ampere or KVA for each panelboard, motor control center, and switchboard.
  - b. One-Line Diagram: The one-line diagram shall reflect the completed design. The diagram shall include complete descriptions of all components including size and ratings of devices.
  - c. Cable Size: Provide cable sizing calculations based on the completed design load calculations. Cable sizing calculation shall clearly indicate all load factors and installation factors required for proper cable sizing. Recommended cable sizes shall be clearly identified.
  - d. Short Circuit: Provide an updated short circuit calculation based upon the completed design configuration. An updated impedance diagram shall also be provided.
  - e. Voltage Drop: Provide an updated voltage drop calculation based upon the completed design configuration.
  - f. Lightning Protection: Provide lightning and surge protection plans for the system.

3. Site Drawings
  - a. Site plan drawings shall be updated to reflect the completed design. Thorough information shall be shown to describe features as necessary for the project.
  - b. Site plan drawings shall include at a minimum the location of all proposed devices, power tie in point for each solar array (finalized and documented with utility owners), underground infrastructure, conduit, pullboxes, electrical wire size, details and general notes.
4. Permitting
  - a. Plans to be consistent with the approved permits or include permit modifications
5. Structural Plans
  - a. Mounting Racks Structure Plans
6. Design Methodology Report (DMR)
  - a. Document the power requirements/output of each Solar Array
  - b. Provide project specific equipment data sheets and cut sheets
  - c. Provide Power coordination correspondence with Utility Providers
  - d. Structural Design Calculations
  - e. Voltage Drop Calculations
  - f. Short Circuit Analysis
  - g. Arc Flash Analysis
  - h. Glint and Glare Analysis for Roadway Vehicles, based on FAA methodology using "Sims Industry Forge Solar PV Planning and Glare Analysis software" or equal.
7. Equipment List
  - a. Provide a list of all equipment and components being used on the project and note if they have or have not been used in previous projects completed by the Design/Builder.
8. Warranties
  - a. Identify all warranties to be transferred to CFX. All major components shall be covered under a minimum 5-year warranty.

When the review comments have been resolved and documented by the designer, the plans are ready to proceed to completion.

#### **14.2 Signed and Sealed Plans**

Final signed and sealed plans shall be delivered to the CFX Project Manager a minimum of ten (10) calendar days prior to construction of that component. Once all comments have been satisfactorily resolved as determined by the CFX, the CFX Project Manager will initial, date and stamp each submittal as "Released for Construction". Only signed and sealed plans which are stamped "Released for Construction" by the CFX Project Manager are valid. All work that the Design/Builder performs in advance of the CFX release of Plans shall be at the Design/Builder's risk.

### **14.3 Shop Drawings**

The Design/Builder shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the Governing Regulations of this Design Criteria. Shop drawings for all equipment and components of the entire system shall be provided to CFX for review. The Shop Drawings shall bear the stamp and signature of the Design/Builder's Engineer of Record (EOR), and Specialty Engineer as appropriate. CFX shall review the Shop Drawing(s) within 21 calendar days of receipt to evaluate compliance with project requirements and provide any findings to the Design/Builder. CFX's procedural review of Shop Drawings is to assure that the Design/Builder's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. CFX's review is not meant to be a complete and detailed review. Upon review and approval of the Shop Drawing, CFX will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

### **14.4 As-Constructed Record Drawings**

As-Constructed Record Drawings (signed & sealed) shall be submitted at the completion of construction detailing the final adjustments that were made to the design plans during the course of construction. The Record Drawings shall be prepared by the Design/Builder, with the appropriate signing and sealing by their EOR.

The Design-Builder shall furnish to the CFX, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- CADD files in MicroStation conformed to reflect as-built conditions
- 3 sets of 11 "X 17" copies of the signed and sealed plans
- 3 sets of signed and sealed final documentation
- One Final Project CD's (native files and pdfs of plans and documentation)

Final documentation, other than the plans, shall consist of all other final documentation related to the project. It shall consist of at a minimum: As-Built DMR, record of all project approvals, final list of equipment, executed warranty documentation with contact information, certified factory acceptance testing results, commissioning results, operation manuals, maintenance manuals, provided spare parts inventory and recommended spare equipment list with pricing.

The Design/Builder's Professional Engineer in responsible charge of the Project's design shall professionally endorse (signed and sealed and certified) the record prints, the special

provisions and all reference and support documents for all elements. The professional endorsement shall be performed in accordance with 2019 CFX Design Guidelines.

The Design/Builder shall complete the record set as the Project is being constructed. The record set becomes the as-builts at the end of the Project. All changes shall be signed and sealed by the appropriate EOR. The record set shall reflect all changes initiated by the Design/Builder or the CFX in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

Additionally, the Design/Build team shall complete and submit GIS data of the installed infrastructure before final acceptance. The GIS information shall follow CFX ITS Technical Special Provision 612.

Spare parts shall be provided per each equipment manufacturer recommendations and including those parts required for the first three years of routine maintenance of the system. Spare parts inventory shall be provided listing the items. Inventory shall include the US contact at the place of purchase. A Spare Equipment List for equipment such as inverters and PV panels shall be provided with current pricing, availability in the US, and the US contact details.

**CONSENT AGENDA ITEM  
#33**

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*  
Director of Procurement

DATE: July 16, 2020

SUBJECT: Approval of Contract Award to Kapsch TrafficCom USA  
for Maintenance of Intelligent Transportation System (ITS) Infrastructure  
Contract No. 001689

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Request for Proposals (RFP) from qualified firms to provide Maintenance of ITS Infrastructure was advertised on May 17, 2020. Three responses were received by the June 16, 2020 deadline. Those firms were Kapsch TrafficCom USA, SICE, Inc. and Traffic Control Devices.


The Evaluation Committee agreed to shortlist all the firms. They heard and scored interviews on July 7, 2020. The price proposals were then opened and scored. The combined scores for the technical proposals and price proposals were calculated and the result is shown below:

| <u>Ranking</u> | <u>Firm</u>             | <u>Total Points</u> |
|----------------|-------------------------|---------------------|
| 1              | Kapsch TrafficCom USA   | 98                  |
| 2              | SICE, Inc.              | 90.29               |
| 3              | Traffic Control Devices | 77.40               |

The scope of this service includes preventive maintenance and repair services of all CFX's ITS infrastructure and systems.

Board award of the contract to Kapsch TrafficCom USA in the amount of \$8,699,940.00 for a five year term with five one-year renewals is requested.

This contract is a component of projects included in the Five-Year Work Plan.

Reviewed by:   
Bryan Homayouni, PE  
Manager of Traffic Operations

  
Glenn Pressimone, PE

# **CONTRACT**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
AND  
KAPSCH TRAFFICOM USA**

**MAINTENANCE OF ITS INFRASTRUCTURE**

**CONTRACT NO. 001689**

**CONTRACT DATE: AUGUST 13, 2020**

**CONTRACT AMOUNT: \$8,699,940.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF  
COMPENSATION, ADDENDA, PRICE PROPOSAL,  
PERFORMANCE AND PAYMENT BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,  
ADDENDA, PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND,  
AND FORMS**

**MAINTENANCE OF ITS INFRASTRUCTURE**

**CONTRACT NO. 001689**

**AUGUST 2020**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**



## TABLE OF CONTENTS

| <u>Title</u>   | <u>Page</u>    |
|--|----------------|
| CONTRACT   | 1 to 26        |
| (See Contract Table of Contents for listing of individual sections.)   |                |
| EXHIBIT “A” – SCOPE OF SERVICES<br>Appendix A thru N<br>(See Appendix Table of Contents for listing of individual appendixes.) | A-1 to A-44    |
| EXHIBIT “B” – PRICE PROPOSAL   | D-2 to D-7C    |
| EXHIBIT “C” – METHOD OF COMPENSATION   | MC-1 to MC-6   |
| EXHIBIT “D” – POTENTIAL CONFLICT OF INTEREST FORM  | 1 to 8         |
| VEHICLE REGISTRATION FORM  | VR-1 to VR-2   |
| PERFORMANCE AND PAYMENT BOND   | PPB-1 to PPB-5 |

CONTRACT 001689

Table of Contents

1. SERVICES TO BE PROVIDED ..... 2

2. TERM AND NOTICE ..... 2

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES ..... 4

4. AUDIT AND EXAMINATION OF RECORDS..... 4

5. PUBLIC RECORDS ..... 5

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT ..... 7

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES ..... 8

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND ..... 8

    8.1 Commercial General Liability: ..... 9

    8.2 Business Automobile Liability: ..... 9

    8.3 Workers' Compensation Insurance: ..... 9

    8.4 Unemployment Insurance: ..... 9

    8.5 Professional Liability: ..... 9

    8.6 Information Security/Cyber Liability Insurance: ..... 10

    8.7 Commercial Crime Insurance: ..... 10

    8.8 Fiduciary Liability Insurance: ..... 11

    8.9 Performance and Payment Bond:..... 12

9. CONTRACTOR RESPONSIBILITY ..... 12

10. INDEMNITY ..... 14

11. PRESS RELEASES ..... 15

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS ..... 16

13. PERMITS, LICENSES, ETC..... 18

14. NONDISCRIMINATION..... 18

15. NOTIFICATION OF CONVICTION OF CRIMES..... 18

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY ..... 18

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL ..... 19

18. SUBLETTING AND ASSIGNMENT..... 19

19. DISPUTES ..... 20

20. OTHER SEVERABILITY ..... 20

21. INTEGRATION ..... 21

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT . 21

23. APPLICABLE LAW; VENUE..... 21

24. RELATIONSHIPS..... 22

25. INTERPRETATION..... 22

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE ..... 23

27. SURVIVAL OF EXPIRATION OR TERMINATION ..... 23

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT ..... 23

29. INSPECTOR GENERAL ..... 24

30. E-VERIFY ..... 24

31. APPROPRIATION OF FUNDS ..... 24

32. NOTICE TO THE PARTIES..... 24

33. EXHIBITS ..... 25

**Contract No. 001689**

This Contract is made this 13<sup>th</sup> day of August 2020, 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 Kapsch TrafficCom USA, Inc., a Delaware corporation, registered and authorized to do business in the State of Florida, whose principal address is 8201 Greensboro Drive, Suite 1002, McLean, VA 22102, 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 Maintenance for ITS Infrastructure under Contract No. 001689, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

**WHEREAS**, on or about May 17, 2020, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

**WHEREAS**, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **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 hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

**2. TERM AND NOTICE**

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter “Initial Contract Term.” At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX’s needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR’s material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CFX issues a Notice to Cure, such Notice to Cure shall contain a minimum of twenty (20) days for CONTRACTOR to cure any issues identified. If CONTRACTOR (within the curative period) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has

a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

### **3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES**

3.1 The Contract Amount for the Initial Contract Term is \$8,699,940.00. as defined in the Price Proposal attached hereto as **Exhibit “B”** and incorporated by reference as though set forth fully herein.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit “C”** and incorporated by reference as though set forth fully herein.

### **4. AUDIT AND EXAMINATION OF RECORDS**

#### **4.1 Definition of Records:**

(i) “Contract Records” shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR’s performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) “Proposal Records” shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

## **5. PUBLIC RECORDS**

### **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.**

Notwithstanding the section on “Press Releases,” CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by



CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

## **6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT**

No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX’s Code of Ethics. CONTRACTOR acknowledges that it has read the CFX’s Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX’s Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX’s Code of Ethics, CONTRACTOR agrees to complete CFX’s Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit “D.”**

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any “material interest” (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Agreement.

#### **7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES**

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises (“D/MBEs”) and Women’s Business Enterprises (“WBEs”). Under CFX’s program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX’s contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR’s invoices and shall be in a form reasonably acceptable to CFX.

#### **8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND**

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor’s activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 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 policies 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:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (\$8,699,940.00/5 years). 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. The initial term of the bond shall be from October 1, 2020 through September 30, 2021. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

**9. CONTRACTOR RESPONSIBILITY**

9.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the plazas or in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

## **10. INDEMNITY**

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

10.1 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

10.3 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),



10.4 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

10.5 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

10.7 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. CONTRACTOR will not be liable for damages CFX has 1) used materials in a manner not prescribed by the specification or by CONTRACTOR; 2) modified or combined materials with others not supplied or specified by CONTRACTOR or its suppliers, or 3) failed to maintain or take measures recommended by CONTRACTOR in the maintenance of the materials. If CFX uses materials in any manner as prohibited herein, and CONTRACTOR has actual or constructive knowledge of such uses, CONTRACTOR shall notify CFX within 15 days of obtaining such knowledge or else the provisions for excluding liability contained herein shall be considered waived by the parties. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## **11. PRESS RELEASES**

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

## 12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full

performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

**13. PERMITS, LICENSES, ETC.**

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

**14. NONDISCRIMINATION**

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

**15. NOTIFICATION OF CONVICTION OF CRIMES**

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

**16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY**

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL**

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the “Key Personnel”) and CONTRACTOR’s covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

**18. SUBLETTING AND ASSIGNMENT**

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR’s right, title, or interest therein without the written consent of CFX, which may be withheld in CFX’S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX’S

written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to 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 CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

## **19. DISPUTES**

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. Such satisfaction of work shall not be unreasonably denied and shall be subject to the standard of performance for work efforts under this Agreement, as connected to the statement of work, and industry professional standards, if any. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

## **20. OTHER SEVERABILITY**

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

**21. INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

**22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT**

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

**23. 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 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

#### **24. RELATIONSHIPS**

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

#### **25. INTERPRETATION**

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the



Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

**26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

**27. SURVIVAL OF EXPIRATION OR TERMINATION**

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

27.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

27.4 Obligations upon expiration or termination of the Contract; and

27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

**28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT**

28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

**29. INSPECTOR GENERAL**

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

**30. E-VERIFY**

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

**31. APPROPRIATION OF FUNDS**

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

**32. NOTICE TO THE PARTIES**

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY CFX  
4974 ORL Tower Road  
Orlando, Florida 32807  
ATTN: General Counsel

CONTRACTOR: Kapsch TrafficCom USA, Inc.  
8201 Greensboro Drive, Suite 1002  
McLean, VA 22102  
ATTN: Danny Trigg, Project Manager

Kapsch TrafficCom USA, Inc.  
8201 Greensboro Drive, Suite 1002  
McLean, VA 22102  
ATTN: Corporate Counsel

### **33. EXHIBITS**

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services  
Exhibit "B" Price Proposal  
Exhibit "C" Method of Compensation  
Exhibit "D" Potential Conflict Disclosure Form  
[ SIGNATURES TO FOLLOW ]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on August 13, 2020.

ACCEPTED AND AGREED TO BY:

KAPSCH TRAFFICCOM USA, INC.

By: \_\_\_\_\_

Title

ATTEST: \_\_\_\_\_ (Seal)

DATE: \_\_\_\_\_

**34. CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

By:

Director of Procurement

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

only. Approved as to form and execution for the use and reliance by CFX

\_\_\_\_\_  
General Counsel for CFX

## **SCOPE OF SERVICES**

## TABLE OF CONTENTS

|     |   |    |
|-----|---|----|
| 1.0 | Introduction .....  | 1  |
| 1.1 | Overview of Scope Items .....   | 1  |
| 1.2 | Authority Observed Holidays.....  | 2  |
| 1.3 | Business Hours .....  | 2  |
| 2.0 | Maintenance Services .....  | 2  |
| 2.1 | General Service Requirements .....  | 3  |
| 2.2 | Concurrent Major Construction Contracts .....                                   | 8  |
| 3.0 | Maintenance and Repair Work .....   | 8  |
| 3.1 | Emergency Maintenance Work – Four (4) Hour Response and Repair.....             | 9  |
| 3.2 | Non-Emergency Maintenance Work – Twenty-four (24) Hour Response and Repair..... | 9  |
| 3.3 | ITS System Monitoring.....  | 9  |
| 3.4 | Work Assignment and Planning.....   | 10 |
| 3.5 | Sub-Contractors.....  | 11 |
| 3.6 | Correction of Deficiencies .....  | 11 |
| 4.0 | Jupiter Video Wall Maintenance and Response Times.....                          | 12 |
| 4.1 | Repair Services.....  | 12 |
| 4.2 | Video Wall Reconfiguration Services.....  | 12 |
| 5.0 | Fiber Optic Network (FON) Description .....                                     | 12 |
| 6.0 | Radiodetection LMS Repairs .....  | 13 |
| 6.1 | Description .....   | 13 |
| 6.2 | General Requirements.....   | 14 |
| 7.0 | Tone Wire Repairs .....   | 14 |
| 8.0 | Fiber Optic Cable / Conduit .....   | 15 |
| 8.1 | Description .....   | 15 |

|      |  |    |
|------|--|----|
| 8.2  | General Requirements – Fiber Optic Cable .....   | 15 |
| 8.3  | General Requirements – Communications Conduit .....                                      | 16 |
| 9.0  | Description of ITS System .....  | 17 |
| 9.1  | Introduction .....   | 17 |
| 9.2  | Closed-Circuit Television (CCTV) System .....  | 17 |
| 9.3  | Data Collection Sensor (DCS) System .....  | 17 |
| 9.4  | Traffic Monitoring Stations (TMS) System .....   | 18 |
| 9.5  | Portable Highway Advisory Radio (HAR) .....  | 18 |
| 9.6  | Front Access Dynamic Message Signs (DMS) .....   | 18 |
| 9.7  | Walk-in Dynamic Message Signs (DMS).....   | 18 |
| 9.8  | Wrong Way Driving Countermeasures System (WWD) .....                                     | 19 |
| 10.0 | General Maintenance Requirements of ITS Devices .....                                    | 20 |
| 10.1 | Common Requirements .....  | 20 |
| 10.2 | Closed-Circuit Television (CCTV) System .....  | 21 |
| 10.3 | Data Collection Sensor (DCS) System .....  | 22 |
| 10.4 | Traffic Monitoring Stations (TMS) System .....   | 22 |
| 10.5 | Portable Highway Advisory Radio (HAR) .....  | 23 |
| 10.6 | Front access Dynamic Message Signs (DMS) .....   | 23 |
| 10.7 | Walk-in Dynamic Message Signs (DMS).....   | 24 |
| 11.0 | I-4 Ultimate Construction and Coordination .....   | 26 |
| 11.1 | Responsibility of CFX’s Contractor during the I-4 Ultimate Construction Timeframe .....  | 26 |
| 11.2 | List of Devices I-4 Ultimate Devices Maintained by Concessionaire’s Contractor on SR 408 | 27 |
| 12.0 | Spares.....  | 27 |
| 13.0 | Preventive Maintenance .....   | 28 |
| 13.1 | Description and Common Preventive Maintenance .....                                      | 28 |
| 13.2 | ITS Cabinet/Grounding Preventive Maintenance.....  | 29 |

|             |  |           |
|-------------|--|-----------|
| 13.2.1      | ITS Cabinet/Grounding Preventive Maintenance (Remote Power Manager).....   | 30        |
| 13.2.2      | ITS Cabinet/Grounding Preventive Maintenance (Universal Power Supply)..... | 30        |
| 13.2.3      | ITS Cabinet/Grounding Preventive Maintenance (Ethernet Switch) .....       | 31        |
| 13.2.4      | ITS Cabinet/Grounding Preventive Maintenance (Video Encoder).....          | 31        |
| 13.2.5      | ITS Cabinet/Grounding Preventive Maintenance (Terminal Server).....        | 31        |
| 13.2.6      | ITS Cabinet/Grounding Preventive Maintenance (Environmental Monitor).....  | 32        |
| 13.3        | CCTV Quarterly Preventive Maintenance .....                                | 32        |
| 13.4        | DCS Quarterly Preventive Maintenance.....                                  | 33        |
| 13.5        | Traffic Monitoring Station Quarterly Preventive Maintenance.....           | 34        |
| 13.6        | Front access DMS Annual Preventive Maintenance.....                        | 35        |
| 13.7        | Walk-in DMS Annual Preventive Maintenance .....                            | 36        |
| <b>14.0</b> | <b>Maintenance of Traffic .....</b>  | <b>38</b> |
| <b>15.0</b> | <b>Project Administration.....</b>   | <b>41</b> |
| <b>16.0</b> | <b>Project Records.....</b>  | <b>42</b> |
| <b>17.0</b> | <b>Materials and Equipment.....</b>  | <b>42</b> |
| <b>18.0</b> | <b>Access / Security to Authority Facilities.....</b>                      | <b>43</b> |
| <b>19.0</b> | <b>Additional Services .....</b>   | <b>43</b> |
| <b>20.0</b> | <b>Authority Responsibilities .....</b>                                    | <b>43</b> |
| <b>21.0</b> | <b>Compensation .....</b>  | <b>44</b> |
| <b>22.0</b> | <b>Duration of Agreement and Renewal Option.....</b>                       | <b>44</b> |



## **1.0 INTRODUCTION**

The Central Florida Expressway Authority, hereinafter referred to as “CFX,” requires the maintenance services of a qualified firm, hereinafter referred to as the “Contractor,” to ensure the operation of the CFX’s Intelligent Transportation System (ITS), hereinafter referred to as the “System.”

### **1.1 Overview of Scope Items**

The scope of this project will be for the Contractor to provide preventive maintenance and repair services of all the CFX’s current and future ITS infrastructure and systems including:

- Closed Circuit Television (CCTV) cameras (Current Total – 270)
- Data Collection Sensors (DCS) (Current Total – 188)
- The complete Line Management System (LMS)
- Fiber optic Device Drop Cable and Feeder Cable
- Portable Highway Advisory Radio (HAR) (Current Total – 1)
- Front Access LED Dynamic Message Signs (DMS) (Current Total – 78)
- Walk-In LED Dynamic Message Signs (DMS) (Current Total – 55)
- All electronic system components associated with the ITS devices (Remote Power Managers, UPS’s, terminal servers, switches, etc.)
- All FON locates necessary to perform the work required by this Scope of Services.
- Traffic Monitoring Station system (Approximately – 447)
- Video Wall Maintenance Services including preventive maintenance, diagnostic and repair services
- Wrong Way Driving Ramp Detection System (Current total -38)
- Wrong Way Driving Mainline Detection System (Under Construction -10)
- Maintain all existing ITS Cabinets on the system (475) and all subsequent cabinets that are added to the system.
- Bridge Lighting LED and Control System
- Hardware and software support for servers
- Password updates

- Coordination with the Florida Department of Transportations (FDOT) I-4 Ultimate Concessionaires and the FDOT Contractor, Traffic Control Devices (TCD) which shall be involved with maintenance on CFX's fiber optic network (FON) on SR 408 between John Young Parkway and Mills Ave.
- Proficiency in the use of CFX's ITS network management software (What's Up Gold and Solar Winds) and the CFX's FON documentation software (OSP Insight), which is needed to support daily maintenance and troubleshooting of the ITS system.
- Field collection of GIS location information for use in the CFX's OSPInsight locate and asset management system.
- Additional services as directed by the Manager of Traffic Operations. This may include general support for the evaluation and installation of demonstration equipment for new ITS or Connected and Automated Vehicle (CAV) technology, support for maintaining new solar applications or support for other general technology deployments.

All services described in the Scope of Services shall cover all existing and future ITS infrastructure deployed during the term of this agreement. This is a performance-based contract where the Contractor's compliance with this Scope of Services is evaluated periodically during the term of the Contract.

## **1.2 Authority Observed Holidays**

The following holidays are observed by CFX. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the following day
- Christmas Day

## **1.3 Business Hours**

- *Central Florida Expressway Authority business office*: 8:00 A.M. through 5:00 P.M., Monday through Friday.
- *Florida Department of Transportation (FDOT) District 5 Regional Traffic Management Center (D5 RTMC)*: twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty five (365) days a year.

## **2.0 MAINTENANCE SERVICES**

Maintenance services shall be furnished for all elements deployed and or formally accepted by CFX and specifically identified as a Contract maintenance item. The maintenance services described herein are intended to include all existing and proposed ITS devices, exclusive of the backbone fiber optic cable.

## 2.1 General Service Requirements

General requirements for all services include:

- The Contractor shall coordinate all work with CFX's Manager of Traffic Operations, or his designated representative. The Contractor shall comply with all physical security and network security policies of CFX and shall perform a background check on all maintenance staff associated with this project to assure they have no criminal background. The Contractor's maintenance staff shall wear clearly visible photo identification badges (format and content approved by CFX) so as to be easily identified by CFX's staff. The Contractor shall also provide CFX with a list of employees who will require access to any Authority facilities and update the list immediately upon any change.
- The Contractor shall be provided cyber keys to locks on equipment cabinets associated with the project. The Contractor shall return all keys to CFX upon termination of the Contract. The Contractor's Project Manager shall manage the assignment of cyber keys to active staff under this contract and shall be responsible for collecting and returning cyber keys assigned to personnel removed from the contract. The Contractor's supervision shall take actions necessary to assure that its maintenance technicians re-lock equipment cabinets after conducting any activity. If the Contractor is found responsible for leaving a cabinet or communications hub unlocked, the Contractor shall be subject to a \$500.00 penalty per occurrence, which will be deducted from the Contractor's monthly invoice. Technicians found responsible for leaving a cabinet or communications hub unlocked on more than one occasion within 365-day period shall be subject to a temporary suspension from the contract.
- The Contractor shall ensure that sufficient staff is available to provide the services described in this Scope of Services. An employee roster stating name, position/job title, rank and percentage of time on the job shall be submitted for CFX approval. This roster shall be updated monthly and submitted at the bi-weekly maintenance meeting. Any deviation from this roster shall be immediately brought to the attention of CFX. It is CFX's intention to have a properly manned staff at all times for its ITS system.
- The Contractor shall be familiar with roadway and utility construction practices common in the Central Florida area.
- The Contractor shall be responsible for managing all equipment damaged by vehicles, storms or other acts of God. This includes all tracking, photos, and coordination with CFX insurance recoup procedures. A spreadsheet shall be provided at each bi-weekly progress meeting stating the status of any and all open insurance claims.
- The Contractor shall follow Occupational Safety and Health Administration (OSHA) Confined Space Entry rules and regulations.
- Any maintenance personnel found not complying with applicable OSHA or other CFX safety requirements shall be subject to immediate termination from the Contract. CFX maintains a zero-tolerance policy with regards to safety violations. Such violations include, but are not limited to:
  1. Failure to wear a proper Class 3 safety vest and/or OSHA required personal protective equipment when working anywhere on the CFX's expressway system, including working in electrical cabinets.
  2. Failure to have a minimum of two (2) workers to operate a bucket truck at any given time

3. Failure to properly use an OSHA approved safety harness, hardhat, and safety vest while performing work in a bucket truck.
4. Failure to establish proper Maintenance of Traffic (MOT) while working on the expressway.
5. Working (or booming) over lanes of active traffic in a bucket truck.
6. Performing U-Turns on the expressway's system, either across the grass median or by way of emergency crossovers, is strictly prohibited.

If the Contactor is proven to have committed any of the above policy infractions, the Contactor shall be subject to a \$1000.00 penalty per infraction and the technician(s) who committed the infraction shall be subject to termination from the Contract.

All maintenance personnel shall meet the certification requirements enumerated in Section 600 – Required Contractor Certifications (See Appendix G). It is the responsibility of the Contractor to provide CFX with complete documentation of technician certification within 90 days of Notice to Proceed. All employees listed on the CFX service roster shall meet this requirement. CFX utilizes the What's Up Gold and Solar Winds Network Monitoring Systems. All network technicians within the first 90 days following Notice to Proceed shall take the What's Up Gold Power Boost and Solarwind's Orion Platform and Network Configuration Manager Training Courses. Proof of completion shall be provided to CFX. Any additional employees approved and added to the service roster shall have 90 days from their first day of work on the CFX's system to provide documentation of certification. The Contractor shall be subject to a \$500.00 penalty per technician per day for technicians who perform work on the CFX's system without certification as described above. This penalty shall be deducted from the Contractor's monthly invoice.

The Contractor shall ensure properly certified technicians are available at all times to provide maintenance services 24 hours a day, 7 days a week, 365 days a year throughout the life of this contract. The contractor shall provide a 24-hour toll-free number for notification by the RTMC and CFX staff. The toll-free number shall provide access to maintenance staff during and after normal business hours.

- Additionally, level of repair (black box replacement, circuit card replacement, etc.) and training shall be identified on the certification. Certification or correspondence from the manufacturer shall also state that repair of manufacturer's equipment at the level authorized on the certification will not breach any warranty still in effect related to the product. Where the Contractor's maintenance technician does not have certification for maintenance from the equipment manufacturer and the warranty is voided by his maintenance activity, the Contractor will be responsible for the cost to furnish and install any equipment with voided warranties.
- The Contractor's maintenance technician shall be experienced in the use of appropriate test equipment, troubleshooting and diagnostic procedures and appropriate techniques in disconnecting power and signal connectors related to failed electronics replacement. The technician shall re-install electronics, appropriately interconnecting connectors, replacing any strain relief devices disconnected and shall use manufacturer's recommended procedures in restarting electronics. Where any cable labels/tags have been damaged, the technician shall replace the cable identification. The Contractor's technician shall leave the repair area neat with cables properly arranged in an organized manner.
- The Contractor's maintenance technician shall follow all rules of safety as related to humans and equipment safety. Where any grounding problem is detected, the technician shall immediately notify CFX who will conduct an engineering analysis and execute corrective action. Detection of

grounding problems includes visible indication as well as indication that there are voltage differences between chassis/front panels/equipment cases causing a potential safety hazard to personnel and equipment. National Electric Code requires all chassis/cases/front panels/racks/cabinets be a common ground potential.

- Where the Contractor's technician detects over-temperature conditions for equipment's environmental specifications within an equipment area and has verified that all cabinet and equipment unit cooling provisions are properly functioning, the Contractor shall notify CFX of the environmental compatibility problem and recommend corrective action.
- The Contractor shall maintain records of equipment failures and specific component that failed (to the board level if possible and by equipment make/model/serial number), as well as information on the corrective action, including date/time for items with replacement cost above \$100.00 or that are considered to be primary system components. Examples of these items would include DMS controllers, RF/reader modules, field switches, CCTV cameras, DMS power supplies, etc. The Contractor shall periodically analyze failure statistics to determine the failure rate of devices by location and system wide. Should a specific electronic unit have a high failure rate, CFX shall be notified. Failure rate statistics shall be provided to CFX on a Quarterly basis at a minimum. All failed or bad equipment shall be inventoried and either returned for repair or set aside to be properly disposed of.
- CFX currently utilizes the Maintenance and Inventory Management Systems (MIMS) as its asset management system software. The Contractor shall be responsible for maintaining all records, providing information and updating inventory documentation as well as populating the data base, creating repair tickets, inputting new devices, managing existing devices and keeping all CFX ITS assets up to date. The MIMS software shall be used to document response and repair times. The Contractor shall utilize the asset management system to keep records of all maintenance activity including but not limited to; date/time, location, equipment type/serial number, cause of failure, corrective (or preventive) action taken, assigned technician conducting maintenance activity, and disposition of the removed material. The maintenance records shall be provided to CFX at the time of monthly billing and be traceable back to the separately issued monthly work orders. These records shall be delivered electronically in an approved spreadsheet file as well as a printed custom report format subject to Authority approval. Other requirements of the Contractor shall be to manage all inventory provided by CFX so that the owner has pinpoint location of all CFX devices at all times. This includes inventory sent back for repair as well. Individual technicians handling inventory shall be equipped with an Contractor provided asset management system compatible device such as a smart phone or laptop to accurately control movement of all inventory throughout CFX's system and for all return authorizations until the device is decommissioned and/or replaced with a new device. The asset management system software contains a timestamp that shall track all system device status and outages so the Contractor is held responsible to repair device(s) in a time agreed to in this Scope of Services.
- The Contractor shall maintain a device warranty inventory for equipment with a replacement cost above \$500.00. The Contractor shall keep records of all warranty periods including expiration date, location, equipment type/serial number, and disposition of the removed material after warranty expires. The warranty inventory shall be provided to CFX at quarterly intervals and be traceable back to the work orders. It is the Contractor's responsibility to coordinate with the manufacturer to obtain the latest information regarding the warranty status of the inventory. These records shall be delivered electronically in a Microsoft Excel spreadsheet file as well as a printed custom report format subject to CFX approval.

- It is the responsibility of the Contractor to notify CFX if vendor turnaround times for repairs are greater than 30 calendar days.
- The Contractor shall coordinate with any other Contractor which may be responsible for other elements of the System, related to ITS device operations (such as the Gigabit Ethernet backbone other communications network elements). The Contractor shall be pro-active and take initiative to solve network related issues within their scope of expertise.
- The Contractor's management shall provide 24-hour, 7 days a week management supervision over all assigned maintenance activities and shall provide quality assurance for all maintenance activity conducted by its staff. The project manager or his delegated technician shall return a phone call or email from CFX or their designated personnel within 30 minutes during normal hours and 60 minutes during nights, weekends, and holidays. The Contractor shall be subject to a penalty of \$100.00 for each half hour period beyond the call-back timeframes listed above. The contractor is responsible for providing a 24-hour toll-free number for notification by CFX or their representatives.
- The Contractor shall repair and troubleshoot equipment as needed, however if a specific location proves troublesome with reoccurring issues, the Contractor shall not re-bill CFX to re-troubleshoot the same location within a 30-day period.
- The Contractor shall provide a single point of contact for the project manager and their senior level manager including name, address, email address, and telephone numbers for each contact (including cellular for 24 hour per day access). The Contractor shall not change this contact without prior notification of CFX.
- The Contractor shall properly dispose of all materials removed from the system which are no longer considered to be repairable. The Contractor shall attach a note stating the reason that the material is considered to be un-repairable along with the estimated cost of the material. The Contractor shall follow CFX disposal procedure and provide a list of all scrap material along with serial numbers and approximate values to a CFX representative for approval to scrap material. Delivery of scrap material shall be coordinated with the CFX ITS Systems Analyst.
- The Contractor shall maintain accurate records of all maintenance activity and correspondence with CFX. These records shall include documentation on any quality inspections made by the Contractor's quality assurance representative. All records related to this project shall be made available to CFX upon request.
- The Contractor's project manager shall attend bi-weekly progress meetings with CFX to discuss project activities, confirm the staffing roster, review quality of service and any required improvement in quality of service deemed necessary by CFX. The Contractor shall provide an agenda and document meeting minutes and submit them for approval to CFX. Additionally, the Contractor shall provide an updated action items spreadsheet at each progress meeting for tracking of outstanding tasks and issues.
- CFX may direct the Contractor to attend construction meetings that involve ITS Infrastructure work that affects feeder cable and ITS devices.
- If requested by CFX, the Contractor shall attend ITS Construction Kick Off or Pre-Construction Meetings to become familiar with the scope of the project and exchange contact information.

- All work performed by the Contractor is subject to review and acceptance by CFX's Manager of Traffic Operations or his designated representative. Occasionally, overtime may be needed for emergency work to resolve device, power or network issues. Overtime shall be limited and used only when completely necessary. Overtime shall not be used to make up for an understaffed condition unless prior approval is given in writing by CFX. All overtime shall be subject to Authority approval and discretion.
- From time to time, the Contractor will be required to install manufacturer recommended software and firmware updates and patches to all command and control servers, serial access servers, stand-alone controllers (e.g., DMS controllers), integrated controllers (e.g., command control receivers in cameras), and electronic or programmable components described in this Scope of Services. The Contractor shall monitor manufacturer bulletins regarding updates at least on a quarterly basis. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. Software development will not be required.
- The Contractor shall provide software configuration and system administration changes as requested by CFX for the systems described in this Scope of Services. Examples of potential changes include modifying a user's permissions/priority level, adding new users, adding new DMS messages to pre-programmed libraries, updating user interface maps to reflect modifications to device locations, changing alarm notification settings, camera preset and text overlay settings, programming TMS for speed, volume and classification, and creating camera touring scripts. Other system changes include adjusting the cameras and radars of the TAPCO Wrong Way driving system (see Appendix F for system locations), managing and updating What's Up Gold and/or Solar Winds system management software and collection of field data for GIS asset documentation system. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. It shall be the responsibility of the Contractor to become fully knowledgeable and proficient in use of all CFX provided software network monitoring equipment prior to notice to proceed. Software development will not be required.
- The Contractor shall be responsible for maintaining all CFX owned power services required to supply power to the systems described in this Scope of Services, including but not limited to the repair of electrical pull boxes, electrical service wire, electrical conduit (above or below ground), transformers, disconnects, wiring terminals, fuses, and breakers. All power services shall be checked per preventive maintenance schedule and shall be replaced if necessary. All grounding shall be installed and maintained per NEC and CFX's grounding standards.
- The Contractor shall be responsible for the repair and replacement of all Surge Protection Devices (SPD) devices present as part of the systems described in the Scope of Services. All SPDs shall be properly grounded to the cabinet bus bar, which in turn shall be properly grounded to the cabinet single point earth ground.
- In the event that equipment for two devices is co-located in a single field cabinet (e.g. field equipment for a CCTV camera site co-located with a DCS site) the Contractor shall follow the stricter preventive maintenance schedule for all shared equipment at that site.
- All cabinets shall be clearly marked with a milepost location label both front and back.. Milepost locations are broken down in 100ths of a mile and run west to east and south to north.
- CFX is underway in implementing a system wide ITS cabinet standardization process. CFX may elect to task the Contractor to convert any remaining ITS 336S and 334 cabinets over to the new

design standard within the contract period. This shall include installation of Panduit brand or CFX approved equivalent cable management system. New standard color coding of insulated Cat5E cables shall be implemented per the CFX's network wiring diagram. Also, grounding modifications to the existing Local Hub cabinet may be required as part of the standardization process. Work shall commence at the discretion of CFX and shall be compensated as time and materials using rates established in the Method of Compensation.

- The Contractor shall support system-wide lifecycle ITS equipment upgrades and replacements as identified in the 5-year Capital Workplan.
- The Contractor shall coordinate and respond to device issues reported by the FDOT District Five Regional Traffic Management Center (RTMC). RTMC Operators utilize the CFX's Cameras, DMS, and other ITS subsystems. The Operators utilize an email system and a contractor provided toll free number to notify CFX and Contractor of device issues. The Contractor shall respond to RTMC email messages and phone calls 24 hours per day, seven days a week. The procedure for responding to RTMC email and phone calls messages is as follows:
  1. When an email or phone call message regarding a CFX ITS issue is received, the Contractor shall immediately contact the RTMC for a description of the problem. At that time, the Contractor shall request the operator to broadcast an email message notification that that Contractor is responding to the issue.
  2. After the repair is complete, the Contractor shall contact the RTMC immediately to verify the issue has been resolved. If the repair is successful, the Contractor shall request the RTMC operator to send an email message indicating that the issue has been resolved.

## **2.2 Concurrent Major Construction Contracts**

CFX reserves the right to add or subtract ITS equipment from the scope of services, as deemed necessary. The Contractor shall provide maintenance services for said equipment at the labor and material rates established in the Method of Compensation. Examples of the addition or subtraction of equipment could include:

- Addition of new devices deployed as part of the future projects or other system expansion projects.
- Subtraction of devices to be maintained by others, including those maintained by the I-4 Ultimate project or other CFX construction project as directed by CFX.

## **3.0 MAINTENANCE AND REPAIR WORK**

Except for emergency maintenance work directed by CFX, no ramp closures, lane closures, or work that impacts the flow of vehicular traffic will be permitted on the following holidays unless the Contractor submits a written request to work at least ten days in advance of the requested date and receives written approval from CFX:

- Memorial Day and the Saturday and Sunday immediately preceding Memorial Day;
- Independence Day;
- Labor Day and the Friday, Saturday, and Sunday immediately preceding Labor Day;
- Thanksgiving Day and the Friday, Saturday and Sunday immediately following Thanksgiving Day
- December 24 through January 2, inclusive.



During these periods, 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 maintenance of traffic requirements. The only exception will be in the event of a civil or weather emergency, in which the Contractor shall be notified and placed on standby.

### **3.1 Emergency Maintenance Work – Four (4) Hour Response and Repair**

Emergency maintenance work will typically be required when a device or component of the device results in the failure of critical system elements, or at the CFX's discretion. Examples of critical failures include multiple device failures or network outage, a Walk-in DMS failure, a Lane Control DMS failure and subsystem failures. Contractor shall always provide an on-call point of contact (24 hours per day, 7 days per week). Emergency work will be required all hours, Monday through Sunday, including Holidays. The Contractor shall arrive on site within two (2) hours of notification of an emergency. Emergency work shall be completed by the Contractor within two (2) hours of the technician arriving on-site. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required emergency maintenance response and repair time, the Contractor shall be subject to a penalty of \$250.00 per hour for each hour or fraction thereof that exceeds the 4-hour maximum response and repair time.

### **3.2 Non-Emergency Maintenance Work – Twenty-four (24) Hour Response and Repair**

Non-emergency maintenance work will typically be required when a device or component of the device has failed and must be repaired in order for the system to function as expected, or at CFX's discretion. Non-emergency work will be required between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Non-emergency work shall be completed by the Contractor within 24 hours after notification by CFX or from the issuance of the daily checklist. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required maintenance response and repair time, the Contractor shall be subject to a penalty of \$100.00 per hour for each hour or fraction thereof that exceeds the 24-hour maximum response and repair time.

### **3.3 ITS System Monitoring**

The Contractor shall perform daily on-site ITS system monitoring as part of its preventive maintenance services. This shall involve a once-daily check each weekday morning by the Contractor from CFX Headquarters confirming the operational status of every ITS device on the system. Should issues be noticed with any device, the Contractor shall immediately notify CFX. Items that should be checked daily include (but are not limited to):

- Quality and presence of video from each CCTV camera
- PTZ of each CCTV camera
- Status and alarm codes from each front access and walk-in DMS
- Status of DCS sites
- Independent status and visual confirmation that each walk-in and front access DMS is displaying the message indicated by the DMS control software
- Status of all Wavetronix TMS readers
- Status of all Blynscy Readers
- Status of all ITS devices within the Network Monitoring Software
- Status of Travel Time system/Data Server Reporting

- Status of Congestion DMS system
- Status of Wrong Way Driving System and Components
- Status of Permanent Generators for 528 Microgrid and DMS locations

CFX may add additional items to the checklist as deemed appropriate by the Manager of Traffic Operations. An example daily device checklist is provided in Appendix J. The daily device checklist shall be sent via email to a CFX provided distribution list on a daily basis each weekday morning. The checklist shall be submitted to CFX no later than 8:00 AM each weekday morning. At the end of the business day, the contractor shall provide a status update of each location identified during the morning check. The Contractor shall notify CFX if device issues are discovered at locations that are under the responsibility of construction projects. The Contractor shall coordinate repairs within construction project limits with CFX and construction project managers. The Contractor shall also store the Daily Device Checklist on the Control Room Computer “shared drive” folder under “Daily Device Checklist”. This folder shall be organized by week, month and year for easy reference.

### **3.4 Work Assignment and Planning**

Work assigned to the Contractor will be accomplished through a Work Order process. Work orders shall be prepared by the Contractor based on issues detected through the daily system check, plus any additional issues discovered through direct observation, reported by the RTMC, or reported by CFX staff/representatives. Said work orders shall be submitted to and approved by CFX prior to starting work. From time to time, CFX may make an exception in order to restore the operation of critical devices. In such cases, the Contractor shall submit an appropriate work order for approval by the next business day. CFX reserves the right to deny compensation for work that was not properly authorized by an CFX approved work order. A sample Work Order form is attached as Appendix K. The form may be modified as necessary for this project.

When a work order is issued for a specific location, that work order includes the full repair and function of the site within a 4 to 24 hour time frame. It is the responsibility of the Contractor to resolve the root cause on the initial work order. The Contractor shall warranty their work for a period of no less than 21 days. Root causes shall be described as the reoccurrence of the same symptoms (no video, no ptz, no communication...etc.). If a symptom is determined to reappear due to other causes not connected to the original symptom, a new work order shall be permitted.

Work Orders will identify the location, description, work to be accomplished and the completion time. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the penalties as stated the Contract.

All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. CFX is using an ESRI platform to manage ITS infrastructure in a GIS system. The Contractor shall provide individual licenses for each technician to ArcGIS Online to allow for mobile access to CFX’s georeferenced database of ITS infrastructure. The Contractor shall also have access to the CFX’s OSP Insight software. The process for updating the GIS system will be defined by CFX standard operation procedure and will include input from the Contractor in order to maintain the accuracy of the system. If the Contractor performs any repairs that change the geographic layout by more than one (1) foot, the Contractor shall collect GPS coordinates and provide them promptly to CFX. The Contractor shall provide the updated GIS information based upon CFX provided standard operating procedure. . Updating of the software will be provided by others.

Upon completion of the assigned work the Contractor shall notify a CFX representative and certify that the work is completed. All work completed will be reviewed by a CFX representative, to verify quantity and quality prior to approving the final Work Order for payment.

Should inclement weather limit or stop the Contractor from working, the Manager of Traffic Operations or CFX representative shall be notified of work stoppage. The services under this contract shall be considered "Essential Services" as defined by state and local government authorities. The contractor shall make themselves available during civil or weather emergencies as requested by CFX.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with the CFX ITS specifications. The certification shall be accomplished by signing and returning the work order.

Acceptable work quality will be determined by the Manager of Traffic Operations, or his designated representative. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. Unless otherwise directed by CFX, repairs should be directed toward fixing the root cause of issues. CFX reserves the right to withhold payment for repeated, incomplete repairs at a site that do not solve the root cause of a recurring issue until a successful permanent repair has been made. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

Payments to the Contractor for work completed will be in accordance with the Method of Compensation.

### **3.5 Sub-Contractors**

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 meet the same skills and experience requirements outlined in this contract for the prime contractor as necessary to properly perform the Work assigned. Specialty subcontractors are permitted, skill and experience requirements shall apply to the type of work effort assigned to the subcontractor. Subcontractors shall hold a valid certification in disciplines outlined in CFX specification 600 (See appendix G).

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work assigned; 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 protect, defend, 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.

### **3.6 Correction of Deficiencies**

When deficiencies are indicated in a review, the Contractor will immediately implement an action to eliminate the deficiencies. Remedial actions may include further training of the Contractor's personnel at the Contractors

cost (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate, replacing materials, installing new materials and meeting the Contract terms. The Contractor shall present to CFX, a remedial action plan to resolve such deficiencies within seventy-two (72) hours of discrepancy being reported or as approved by CFX on a case-by-case basis.

#### **4.0 JUPITER VIDEO WALL MAINTENANCE AND RESPONSE TIMES**

The Contractor shall comply with the following response requirements for performing repair services for Video Wall Failures:

**Table 4.1: Jupiter Video Wall Repair Services Response Times**

| Type of Failure     | Type of Repair  | Requirement                             | Response Times  |
|---------------------|-----------------|---|---|
| Video Wall Failures | Repair Services | Initial acknowledgement time            | Response within 15 minutes from time of initial failure notification. |
|                     |                 | On-site arrival at the CFX Control Room | Response within 4 hours from time of initial failure notification.    |
|                     |                 | Repair time                             | Repair within the time approved by CFX                                |

The request of service can either be in the form of an email or a phone call to the Contractor. The Contractor shall be responsible for providing and updating all required contact information (fax number, mailing address, email address and emergency telephone contact numbers) to CFX. Routine repairs such as firmware or Windows updates shall not occur during the hours of 8 AM through 5 PM Monday through Friday. Only emergency repairs (emergency is defined as a down system) shall occur during normal business hours.

#### **4.1 Repair Services**

Repair Services for this Contract are repairs/replacement and software updates of video wall components due to equipment malfunction and/or end of life replacement. This includes the Crestron touch screen control panel and Sony video conferencing units. Video Wall Reconfiguration Services

When requested by CFX, the Contractor shall be responsible for configuration of the video wall after any software, firmware and hardware upgrades or updates from new CCTV devices installed in on-going construction projects. The Contractor shall provide training, document the changes and provide a backup of the original configuration as a standby to minimize video wall downtime.

#### **5.0 FIBER OPTIC NETWORK (FON) DESCRIPTION**

This description is provided as background information only. Maintenance of the FON backbone cable is performed under a separate maintenance agreement and is not a part of this Scope of Services. The Contractor shall coordinate with the CFX's FON Maintenance Contractor where necessary to isolate the

cause of a failure related to ITS electronic devices or to the fiber optic infrastructure. The Contractor shall be responsible for system-wide maintenance and repair of fiber optic feeder cable and fiber optic drop cable, as well as repair of all associated conduit.

The FON serves the CFX's immediate and long-term telecommunications needs for data, voice and video transmission and to support future ITS applications. The FON covers the length of S.R. 408 (East-West Expressway), the CFX's portions of S.R. 528 (Beachline Expressway), S.R. 417 (Central Florida Greene Way), S.R. 429 (Western Expressway and Wekiva Parkway), S.R. 451, SR 453, S.R. 414 (John Land Apopka Expressway), S.R. 551 (Goldenrod Road Extension) and SR 538 (Poinciana Parkway) for a total of approximately one hundred twenty five (125) centerline miles. The FON provides linked telecommunications services for CFX between its Orlando headquarters office, mainline toll plazas, ramp toll plazas, and the FDOT Regional Traffic Management Center (RTMC). A third party is leasing a portion of the conduit capacity that was installed with the FON.

The FON supplies the physical connection for the CFX's Gigabit Ethernet based fiber optic network with conduit that extends along both sides of the right-of-way in a route-redundant configuration. The outside-plant infrastructure includes single mode fiber optic cable, high-density polyethylene (HDPE) conduit, tone wire, manholes, splice closures and other related peripheral equipment. The outside cable plant utilizes a conduit bank of eight or nine one-inch inner diameter ducts installed along the CFX's facilities on both sides of the right of way. This conduit bank also contains an HDPE-insulated #12 solid copper tone wire installed inside one of the 1" HDPE conduits to accommodate the locating of the FON. It is now the policy of CFX to install all copper tone wire within a 1" HDPE SDR 11 conduit. Connection to the FON backbone occurs through lateral runs of 2 or 3-1" HDPE conduits with 12-count fiber optic drop cable in the blue conduit. The fiber optic drop cable shall be used to connect all ITS elements including, but not limited to, DMS, CCTV, DCS, TMS, etc. to the FON backbone or feeder cable. The orange conduit within the drop cable conduits is reserved for spare.

## **6.0 RADIODETECTION LMS REPAIRS**

### **6.1 Description**

The Contractor shall furnish maintenance services for the CFX's Radiodetection® Line Management System (LMS). This serves the CFX's need for locating and tracing buried fiber-optic cable. Each LMS unit (bay-mounted transmitter) sends a tone at a 512 Hz frequency along the underground tone wire, which can be detected using a Radiodetection® RD8100 PDLG receiver or an approved equivalent that can receive a 512 Hz frequency. FON laterals (side legs) to Ramp Plazas and ITS device sites are located manually using any portable transmitter and receiver that can transmit and receive a tone at an 8 kHz frequency. The Contractor shall be responsible for providing and maintaining one Radiodetection RD8100 PDLG receiver for locating purposes. If necessary, at its discretion, CFX shall provide additional units to the Contractor based upon workload. The cost of the Contractor provided receiver shall be considered incidental to the contract pay items.

The Contractor shall furnish maintenance services for the CFX's existing LMS equipment (See Appendix A). This equipment includes:

LMS Units – four LMS units are located at Forest Lake, Boggy Creek, Curry Ford, and Pine Hills Mainline Toll Plazas, as well as ACT I-P modules side leg terminators for locating the FON (See Appendix A). Each LMS unit has four individual operating lines, which distribute individual tones at a 512 Hz frequency in four different directions. Each existing individual operating line currently extends anywhere from one (1) to twenty-eight (28) miles from the LMS transmitter.

ACT E/W Units – The ACT E/W provides an access point for troubleshooting as well as surge protection on LMS lines that exceed approximately ten (10) miles in length. The ACT E/W units are installed at various locations throughout the LMS systems. Please see Appendix A for locations of the units.

ACT I-P and Tone Wires – at Ramp Toll Plazas, Translaterals, and other locations there is a tone wire (side leg) that is spliced to the main operating line (tone wire). An ACT I-P module is attached at the end of the side leg in a pull box, wall mounted junction box, or manhole. The ACT I-P module (side leg terminator) has a 3-ohm resistor in it that draws a small amount of current from the main tone wire so that the side leg is locatable with the LMS but leaves the bulk of the current on the main tone wire. The side leg terminator also acts as a suppression device. In some areas the side leg is too close to the main tone wire and therefore will need to be located with a portable transmitter to accurately locate the side leg. This can be accomplished by attaching directly to the tone wire at the side leg terminator. At ITS device locations, the side leg tone wire is generally NOT attached to the main tone wire and will have to be located using a portable transmitter. The tone wire access point at CCTV camera locations is the pole mounted CCTV cabinet.

## **6.2 General Requirements**

The Contractor shall have a technician available to repair CFX's LMS. The Contractor shall coordinate with a CFX representative to test the tone wire system and document the Radiodetection™ LMS voltage and current (milliamps) readings within thirty (30) days from the NTP. Initial system testing shall be paid for using established unit labor rates. The Contractor shall submit a written report to CFX documenting the voltage and current (milliamps) readings from the LMS system test within five (5) days of the completion of LMS testing. The Contractor shall test the tone wire system and document the Radiodetection™ LMS voltage and current (milliamps) readings on a quarterly basis, or as directed by CFX.

This test shall include a meeting with a CFX representative and visit to the Radiodetection™ LMS sites to document the voltage and current (milliamps) readings of the devices. The next step will be to accompany CFX representative to the end of each Radiodetection™ LMS leg to obtain a current (milliamps) reading.

Upon LMS system repairs, the Contractor shall revisit the affected locations with a CFX representative to recheck the voltage and current (milliamps) readings of the Radiodetection™ LMS. The Contractor shall submit a written report to CFX documenting the voltage and current (milliamps) readings from the LMS system test. Upon repair, the readings shall be within 10% of the original readings.

## **7.0 TONE WIRE REPAIRS**

The Contractor shall have a technician available to repair the tone wire as needed. Tone wire repairs shall be performed as non-emergency work as described above.

All tone wire shall be installed in the ninth (9th) black with red stripe conduit. In duct banks containing only eight (8) conduits, the tone wire shall be installed in the yellow conduit. In cases where fiber runs point to point in grey 2" conduit, a #12 AWG, stranded or solid single conductor copper core, per CFX specification 638 shall be installed in the spare 2" gray conduit adjacent in the run. No tone wire shall be brought into any communication hub but shall be terminated in the closest pull box outside or adjacent to the cabinet.

The Contractor shall be capable of troubleshooting and finding faults in the tone wire for all necessary repairs. The Contractor shall also provide associated field equipment (e.g., backhoes, etc) to complete the repair work. The Contractor shall use #12 AWG, stranded or solid single conductor copper core, as defined in CFX Specification 638.

The Contractor shall also utilize a 3M Electrical Products Division DBY-6 or DBR-6 encapsulated splice enclosure kit for all tone wire repairs as defined in CFX Specification 638.

The Contractor shall take digital photos prior to and after all repairs. The Contractor shall maintain these photos with its paperwork associated with the work. In the event, that any repairs change the geographic layout of the tone wire by more than 1 foot, the Contractor shall take and provide GPS coordinates to update OSP Insight to maintain the accuracy of the CFX's GIS database.

## **8.0 FIBER OPTIC CABLE / CONDUIT**

### **8.1 Description**

In order to connect the various ITS devices to the FON, 12-count fiber optic drop cables are used. These drop cables are placed inside a 1" HDPE conduit that connects the ITS device cabinet to the nearest feeder cable. Two or three conduits are run to each device cabinet, with fiber in one of the conduits, tone wire in the second conduit (if available) and the third conduit reserved for future growth. To connect the drop cable to the FON, 72-count fiber optic feeder cables may be used. These feeder cables are placed inside of a 1" HDPE conduit and run parallel to the FON backbone. Feeder cables do not enter any ramp plaza or service center.

The Contractor shall be responsible for providing emergency and non-emergency response repairs to all fiber optic feeder cables (72-count), drop cables (12-count), Multi-mode communications cable and associated conduit that is not part of the FON backbone. The FON backbone cable is currently monitored and maintained under a separate CFX contract.

### **8.2 General Requirements – Fiber Optic Cable**

- The Contractor shall provide fiber optic cable and splice closures per CFX specification Section 633.
- The Contractor shall provide calibration documentation with manufacturer name, model and serial number for all fiber optic equipment to be used on CFX's system. This includes all Optical Time Domain Reflectometers (OTDR), Fusion splicers and other calibrated fiber optic equipment. All equipment must be calibrated annually, and a copy forwarded to CFX at the beginning of each contract year stating calibration has been completed. No mechanical splices shall be permitted.
- The Contractor shall be required to furnish all accessories associated with splice closures, and all accessories shall be manufactured per CFX specifications.
- The Contractor shall use only fusion splices to repair damaged fiber optic cable per CFX specification Section 633. Contractor shall inspect and test each fusion splice for mechanical integrity and optical performance. Splices shall not exceed 0.05 dB additional attenuation.
- All incidental equipment, which is necessary to complete the repair, but not specified herein shall be provided by the Contractor as necessary to provide a complete and functional repair.
- The Contractor shall test every fiber optic cabling link of the repair using an Optical Time Domain Reflectometer (OTDR). Prior to OTDR testing, the Contractor shall submit to CFX, in approved format the calculated link attenuation loss based on optical cable loss and splice loss for approval. Once calculated and approved, the fiber loss for each fiber link will be the minimal acceptance

benchmark for OTDR acceptance testing. See the CFX's Fiber Cable Specification Section 633 (Appendix G) for additional details on OTDR testing.

- The Contractor shall perform optical attenuation testing for all fibers within each single mode fiber optic cable at 1310 and 1550nm.
- The Contractor shall perform bi-directional end-to-end OTDR tests at 1310nm for installed single mode fiber optic cable. Splice losses shall be OTDR tested bi-directionally and the algebraic average shall not exceed 0.10 dB, measured at 1310nm.
- The Contractor shall prepare and submit all test procedures, setup parameters including test jumper length and loss, and data forms for the tests to CFX for approval. The Contractor shall furnish data forms containing all of the data taken, as well as quantitative results for all tests.
- The Contractor shall maintain records of all testing including measurements made. These records shall be provided to CFX with the monthly invoice.

### **8.3 General Requirements – Communications Conduit**

- The Contractor shall use unsheathed bundles of high-density polyethylene (HDPE) communication conduits for general repairs. The work may also include sections of HDPE conduit bundles encased with PVC or bullet-resistive fiberglass. The system does contain black steel pipe (BSP), or cast-in-place concrete for extra mechanical protection
- HDPE conduit shall be smooth wall SDR 11 or thicker and PVC shall be Schedule 40 or Schedule 80 only per CFX specification 638.
- All conduit repairs shall use the same materials present prior to the repair request unless otherwise approved by CFX. See CFX Specification 638 (Appendix G) for details on acceptable types of conduit. The exception to this is black steel pipe (BSP). BSP is no longer used and shall be replaced if needed with HDPE, PVC or split PVC.
- All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by CFX.
- Conduit runs between manholes shall have no more than cumulative 270 degrees of bends or offsets. Also, individual conduit bends shall not exceed the minimum bend radius of a 72-strand single-mode fiber optic cable. All conduit curves shall have a minimum bend radius of twenty (20) feet unless otherwise specified.
- The Contractor shall make all joints using electrofusion couplers.
- Make conduit field cuts square and remove all burred edges.
- The Contractor shall thoroughly seal all conduit systems such that they are airtight and do not allow the ingress of water, dirt, sand and other foreign materials into the conduit prior to, during and after repair.
- In the event that any repairs or new installation change the geographic layout of the conduit by more than one (1) foot, the Contractor shall take and provide GPS coordinates to update OSP Insight to maintain the accuracy of the CFX's OSP Insight database.



## **9.0 DESCRIPTION OF ITS SYSTEM**

### **9.1 Introduction**

The following section provides a general description of each type of ITS device currently deployed on CFX's system or is planned to be deployed prior to the completion of the initial term of the Contract.

### **9.2 Closed-Circuit Television (CCTV) System**

There are currently two hundred sixty-two (270) CCTV cameras on CFX network. Future deployment projects are likely to add more H.264 HD additional cameras over the initial term of the contract. Further information on the make and models of the existing CCTV can be found in CFX specification 686.

See Appendix B for a description of the CCTV camera locations. All CFX cameras are High Definition and transmitting H.264 format. Video on the IP network is capable of being multicast to multiple locations simultaneously while utilizing less overall bandwidth.

These installations appear in two varieties:

1. A point to point connection that utilizes a 12 strand drop cable and layer 2 media converters from the local enclosure to the main cabinet. The Ethernet switches at the main cabinet are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent or single Mainline toll plazas to provide redundancy.
2. A 12-count fiber optic drop cable is utilized to provide a redundant connection. Four (4) of the fiber optic strands are utilized (Transmit and Receive in each direction). The drop cable is spliced to a 72-count feeder cable where other Layer 2 Ethernet switches are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent or single Mainline toll plazas to provide redundancy.

### **9.3 Data Collection Sensor (DCS) System**

There are currently approximately one hundred eighty-eight (188) Data Collection Sensor (DCS) sites operating on the Expressway Authority System. Future deployment projects will likely add additional units during the initial term of the contract.

See Appendix C for a description of the DCS locations.

A Yagi or other direction type antennas (10 dB or 16 dB) are mounted on a sign structure to capture Transponder Reads which is used to determine travel times on the system. The antenna is connected to the DCS RF/Reader Module using LMR cables. The DCS RF/Reader Module mounted near the top of the sign structure upright in an RF/Reader module cabinet, outputs an Ethernet signal to the communications equipment in the primary field cabinet.

The sensors communicate to the Mainline plazas through Gigabit Ethernet Field Switches installed in the primary field cabinet.

In addition to the RF/Reader modules, CFX is currently performing a pilot test program utilizing Blynscy Bluetooth/WIFI/TPMS detectors. There are approximately 20 units deployed on SR 528 for testing. This

technology is being tested on the system as a potential alternate detection device for the CFX Travel Time System. CFX may elect to evaluate additional reader technologies for implementation in this system over the course of the contract duration.

#### **9.4 Traffic Monitoring Stations (TMS) System**

There are currently approximately four hundred and forty-seven (447) traffic monitoring station sites operating on the CFX System. For TMS location, see Appendix D.

The traffic monitoring stations consist of Wavetronix SS125 or SS126 (HD) units installed on CFX ramps and mainline locations. These sensors obtain speed, volume and classification of vehicles. It is critical Wavetronix manufactured cables are used exclusively with these readers.

#### **9.5 Portable Highway Advisory Radio (HAR)**

CFX currently has one (1) portable HAR unit throughout the ITS system, manufactured by Highway Information System (Model Solar Max). The HAR is powered by a combination of solar power and batteries used to supply 12V DC power.

#### **9.6 Front Access Dynamic Message Signs (DMS)**

CFX currently operates seventy-seven (78) front access Dynamic Message Signs at locations shown in Appendix E. Four (4) DMS are installed per plaza, two in each direction. Each DMS is installed on a full-span truss in advance of the Mainline Toll Plaza Express Lanes. In addition, Front Access DMS are also installed on various arterial roads accessing the CFX System.

The signs communicate with the network via Gigabit Ethernet Field Switches installed within the ground or pole mount cabinet.

In all cases, the DMS are controlled remotely using the SunGuide software installed on the toll plaza supervisor's computer. The signs can also be operated locally using a laptop computer from the local ground or pole mount cabinet.

#### **9.7 Walk-in Dynamic Message Signs (DMS)**

CFX currently operates fifty-five (55) Walk-in Dynamic Message Signs at locations shown in Appendix E. Future deployments projects will likely add additional Walk-in DMS over the initial term of the contract. These signs are centered over the travel lanes and typically display travel time information to CFX customers. The signs feature walk-in access and are accessible via catwalks from the roadway shoulder.

The signs communicate with the Mainline plazas via Gigabit Ethernet Field Switches. For Skyline signs, the Ethernet switches are installed inside the DMS housing. For Daktronics signs, the Ethernet switch is installed within the ground or pole mount cabinet. The Ethernet field switch connects directly to an Ethernet port on the DMS controller.

In all cases, the DMS can be controlled remotely from each mainline toll plaza, CFX HQ or at the Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) using existing Skyline, Vanguard, LEDStar or SunGuide DMS client software (depending upon the manufacturer of the sign). Each sign can also be operated locally using a laptop computer from a local pole or ground mount cabinet.

CFX is in the process of replacing all Skyline DMS with new walk-in DMS. The majority of these signs will be replaced under CFX project 599-545. As each Skyline sign is replaced the ITS Maintenance Contractor shall be required to access, remove and inventory any spare working components essential to maintaining the remaining Skyline signs on the system. CFX has currently identified LEDStar and Daktronics as replacement DMS under this effort.

## **9.8 Wrong Way Driving Countermeasures System (WWD)**

CFX has deployed Wrong Way Driving Ramp Detection System at thirty-nine (38) locations on the expressway system. The system is manufactured by TAPCO Traffic Control. See Appendix F for locations of the WWD systems.

The key components are four 12-square foot “Wrong Way” signs with two rectangular rapid flash beacons on each one or with embedded LEDs within the sign panels. The first pair of signs contains a controller cabinet and attached incoming and outgoing detectors with wide angle cameras that can detect wrong way traffic, set off the beacons and send alerts and photos to the Regional Traffic Management Center (RTMC) within 12 seconds or less. This system also includes a UPS backup system that is network managed. Two additional “Wrong Way” signs with two rectangular rapid flashing beacons per sign and one confirmation camera are located approximately 500 feet upstream activated by the primary WWD detection.

In addition to the Ramp Detection system, CFX has deployed ten (10) Mainline Wrong Way Detection Systems throughout the expressway system. This system is manufactured by TAPCO Traffic Control. This system consists of one incoming thermal detection camera which is mounted on a sign structure over the detection lanes. The camera communicates through ethernet connection back to the remote TAPCO WWD cabinet located at the structure. This cabinet uses a Cellular Modem to transmit the WWD alert back to the RTMC.

## **9.9 Bridge Lighting System**

CFX has an active Bridge Lighting System (BLS) that illuminates the dual spires on the Crystal Lake bridge. The BLS system consists of 32 cable lights (16 on each side of the bridge) and 16 spire lights (8 on each spire). Each Spire also consists of 2 Data Enable pro LED control modules manufactured by Color Kinetics. The BLS is controlled by a primary and secondary Pharos lighting controller model LPC.

## **9.10 Wireless Access Point**

CFX currently uses a wireless access point at the SR-417/Boggy Creek interchange to manage a remote ADMS. The wireless access point consists of an Extreme AP-7562-67040 unit which is installed on both CFX and GOAA property.

## **9.11 Future ITS Deployments**

CFX is currently under design on a few pilot projects that will be deployed during the initial term of the contract:

- Solar Farms / Solar DMS – CFX is in the process of deploying Solar Farms in the vicinity of the Hiawasse Mainline plaza. The deployment will provide power to the plaza utilizing elevated ground mount solar panels. Solar technology will also be deployed to provide main power to a Daktronics DMS. The DMS located on SR 429 at MM 11.8 has been selected to be converted to Solar power utilizing floating panels installed on an existing pond nearby. Within the 5-year work

plan CFX has allocated funds for 9 additional solar sites located at either Mainline Toll Plazas or the Head Quarters building.

- Part Time Shoulder Use (PTSU) – CFX is currently under design on the widening of approximately 35 miles on SR 429 and SR 417. The roadway widening will include the installation of a 19' wide inside shoulder to be used during congestion as well as a lane control system. The lane control system will consist of DMS installed over each lane at half mile intervals and an additional incident management sign at selected locations. The project is expected to add approximately 560 dynamic message signs, 140 new ground mount cabinets and an additional 72 SM fiber installed on each side of the roadway throughout the project limits.
- Extension/Expansion Projects: The expansion or extension of the CFX roadway will include the addition of ITS devices (CCTV, TMS, DCS, DMS, ADMS, WWD) along the proposed routes. As part of the CFX 5-year work plan, CFX has allocated funds for the possible extension/expansion of the following roadways:
  - Lake/Orange County Connector: Extension of 3.8 miles
  - Poinciana Parkway Extension: Widening of 7 miles; Extension of 2.7 miles
  - Osceola Parkway Extension: Expansion of approximately 9 miles of the system
  - SR 414 Direct Connection: Expansion of 2 miles
- Generator Backup System – As part of a current DMS replacement project, 3 DMS and 3 load center backup generators will be deployed for testing. The project will include the replacement of 14 Skyline DMS with 11 LedStar and 3 Daktronics signs. The backup load center generators will be installed on SR 528 east of the Beachline Mainline plaza. These generators will provide backup power to the 3 main load centers that distribute utility power to the ITS devices along the roadway.

Payment for repairs and maintenance to future devices will be made utilizing existing pay items or a supplemental agreement.

## **10.0 GENERAL MAINTENANCE REQUIREMENTS OF ITS DEVICES**

### **10.1 Common Requirements**

The Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the ITS system, including but not limited to the following:

- Communications cables
- Total ground system including grounding array
- Fiber optic patch panel
- Fiber optic patch cords
- Fiber Optic Drop Cable (12-count)
- Fiber Optic Feeder Cable (72-count)

- Gigabit Ethernet Field Switch
- Hardened Terminal Servers
- Uninterruptible power supplies and Remote Power Management devices
- Power and data SPD
- Power supplies
- Cabinet and auxiliary cabinet
- Miscellaneous electrical equipment including outlets, circuit breakers, and light bulbs
- Electrical service equipment, conduit, and service wire between the power company point of service and the ITS device.
- All other ancillary equipment
- All devices described in the scope of services
- At the mainline toll plazas, the specific equipment covered includes:
  - Fiber optic patch cords, patch panels, cabling and connectors used by the ITS system

The Contractor shall be responsible for ITS system repairs and shall be paid for these repairs as described under the Method of Compensation.

The Contractor shall coordinate all work in the equipment area with CFX, or its designated representative.

The Contractor shall provide any lifting device that may be required to access installed ITS device and associated cabling. The lifting device shall comply with OSHA Safety standards. The Contractor shall train all maintenance staff associated with this project in maintenance activity safety.

## **10.2 Closed-Circuit Television (CCTV) System**

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the CCTV system, including but not limited to the following:

- CCTV cameras
- CCTV poles and grounding arrays
- CCTV lowering devices
- SunGuide Interface
- Video Wall

Where the existing cameras are installed and settings are stored within the camera electronics, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. This includes video annotation to identify the camera privacy zones, compass headings, and preset settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall validate by using a PDA or laptop computer that the camera/PTZ control and Video properly functions at the installation site and remotely.

The Contractor shall provide appropriate test equipment to verify that the CCTV related electronics are performing to specification. At some CCTV sites, previously installed analog cameras were replaced with HD cameras utilizing Ethernet adaptors. The Ethernet adaptors use existing two wires to transmit an ethernet signal to the camera.

### **10.3 Data Collection Sensor (DCS) System**

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the DCS system, including but not limited to the following:

- Antennas and mounting brackets
- Antenna cables
- RF/Reader modules
- Communication cables
- Pole (if applicable)

Where a new DCS RF/Reader Module is installed, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall verify using a laptop that the DCS site is accurately reading AVI transponders as defined in CFX Specification 663 (Appendix C).

The Contractor shall provide appropriate test equipment to verify that the DCS related electronics are performing to specification. An RF wattmeter shall be included to test the RF output from the RF/Reader Module.

The Contractor shall coordinate as needed with Southwest Research Institute (SwRI) to verify DCS system functionality and ensure proper re-integration of DCS into the Data Server System after DCS repairs are made.

The Contractor shall assist with deployment of Bluetooth or other technology-based reader system as directed by CFX.

### **10.4 Traffic Monitoring Stations (TMS) System**

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the traffic monitoring station system, including but not limited to the following:

- Sensor/antenna units
- Replace manufacturer cabling
- Click!™ modules
- Terminal Servers
- All other ancillary equipment

The Contractor shall coordinate all work in the equipment area with CFX, or its designated representative.

## **10.5 Portable Highway Advisory Radio (HAR)**

In addition to the items listed in Section 10.1, the Contractor shall provide maintenance services for all portable Highway Advisory Radio (HAR) Systems on CFX Network.

The Contractor shall be available on a 24 hour per day, 7 days per week basis to change messages on the portable HAR as directed by CFX.

At CFX's direction, the Contractor shall relocate any portable HAR unit to any location along the CFX's roadway system. Contractor will be paid applicable hourly labor rate(s) for ordered relocations. Cost for vehicle(s) to transport portable DMS will not be measured separately for payment. It is the responsibility of the Contractor to provide a vehicle capable of safely pulling the trailer on and off of the highway. NOTE: each portable HAR trailer weighs approximately five thousand (5,000) pounds with a tongue weight of approximately five hundred (500) pounds. Prior to relocating a portable HAR unit, the Contractor shall:

- Ensure unit is in travel position and locked down.
- All hurricane strapping and anchors are removed and kept for reinstallation at new location
- Raise and store stabilizers in travel position.

## **10.6 Front access Dynamic Message Signs (DMS)**

In addition to the items listed in Section 8.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Front Access DMS system, including but not limited to the following:

- DMS Enclosure and all associated components including, but not limited to:
  - DMS Controller
  - LED display modules
  - Fans and motors
  - Heat tape
  - Internal power and data cabling
  - Power Supplies
- Pole or ground mounted cabinet enclosure and all internal components including:
  - Electronic interface board
  - Power outlet
  - Laptop Tray
  - DMS Controller
  - Power Supplies

- Cables and conduit connecting equipment in the DMS enclosure with the pole or ground mounted cabinet (power and data).
- Lateral fiber optic cable, conduit, and tone wire connecting equipment in the DMS enclosure or local cabinet to the manhole that provides access to the fiber optic backbone or feeder
- Splices and splice enclosures that connect the lateral fiber optic cable to the fiber optic feeder cable.
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The sign maintained under this Contract are manufactured by Daktronics. Further information on the signs can be found in CFX specifications in Appendix G. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays. In addition to Daktronics signs, CFX will be utilizing LEDStar Front Access signs as part of the Part Time Shoulder Projects.

Where a new DMS controller is installed, the Contractor’s technician shall utilize a laptop computer and shall reconfigure the sign settings to match the CFX’s custom settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from a DMS client and Sunguide software at CFX Headquarters and the RTMC.

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

### **10.7 Walk-in Dynamic Message Signs (DMS)**

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the DMS system including but not limited to the following:

- DMS Enclosure and all internal components including, but not limited to:
  - DMS Controller
  - LED display modules
  - Fans and motors
  - Heat tape
  - Internal power and data cabling
  - Power Supplies
  - Surge Protection Devices
- Pole and Ground mounted cabinets and all internal components including:
  - DMS Controller



- Power Supplies
- Surge Protection Devices
- Cables and conduit connecting equipment in the DMS enclosure with the pole or ground mounted cabinet (power and data).
- Lateral fiber optic cable, conduit, and tone wire connecting equipment in the DMS enclosure and pole or ground mount cabinet to the manhole that provides access to the fiber optic feeder cable.
- Splices and splice enclosures that connect the lateral fiber optic cable to the fiber optic feeder cable
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The signs maintained under this Contract are manufactured by Skyline and Daktronics. Contractor is made aware that a current DMS replacement efforts will introduce new full color signs manufactured by LED Star. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the CFX's custom settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from the DMS client and Sunguide software at CFX Headquarters and RTMC

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

## **10.8 Wrong Way Driving System**

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the WWD system including but not limited to the following:

- Main Local Hub Cabinet housing TAPCO WWD equipment
- Main Tapco control cabinet and all internal components.
- Primary and Secondary WWD Signs and Poles.
- Secondary equipment cabinet and all internal components
- Rapid Flashing Beacons
- Embedded LED WWD Signs
- Incoming and Outgoing Verification Cameras
- Overview Verification Cameras

- Incoming Detectors (Radar, Laser, Thermal)
- Outgoing Detectors (Radar, Laser, Thermal)
- Wireless Transmitters
- All power and communications infrastructure and cabling.

## **10.9 Bridge Lighting System**

In addition to the items listed in Section 10.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Bridge Lighting system including but not limited to the following:

- Cable LED light panels
- Spire LED light panels
- Data Enabler Pro LED controller module
- Pharos Lighting Controller
- EPC Remote Power Manager
- All power and communications infrastructure and cabling.

## **11.0 I-4 ULTIMATE CONSTRUCTION AND COORDINATION**

The Florida Department of Transportation is making improvements to the Interstate 4 corridor in the Central Florida area which affects a portion of CFX's SR 408 East-West Expressway. Until I-4 Ultimate project completion, the maintenance of ITS devices on SR 408 from just west of Tampa Avenue to Bumby Avenue, including those on ramps accessing I-4, will be managed by the Florida Department of Transportation's Concessionaire Team. All maintenance of ITS infrastructure, FON and devices shall be the responsibility of the Concessionaire's ITS Maintenance Contractor, for this area of SR 408 throughout the I-4 Ultimate construction period.

### **11.1 Responsibility of CFX's Contractor during the I-4 Ultimate Construction Timeframe**

CFX's Contractor shall be responsible for maintaining the Daily Device Checklist along the SR 408 corridor and sending the checklist to the approved email list prior to 8:00 AM each weekday morning so the I-4 Ultimate contractor can troubleshoot and resolve the problem as quickly as possible. The CFX's maintenance Contractor shall not take responsibility for these devices but shall observe their status and report this to the Concessionaire's contractor. The Concessionaire's contractor shall be responsible for maintenance and construction of all ITS devices including the FON for the entire construction period. The Concessionaire's contractor shall also be responsible for maintaining their own spare parts inventory. The CFX's Maintenance Contractor shall not receive penalties for devices exceeding a down time of 4 to 24 hours within the I-4 Ultimate Concessionaire's limits of construction.

## 11.2 List of Devices I-4 Ultimate Devices Maintained by Concessionaire's Contractor on SR 408

Table 10.1: Devices under I-4 Ultimate Project

| ITS Infrastructure          | Number of Devices |
|-----------------------------|-------------------|
| CCTV Cameras                | 8                 |
| Dynamic Message Signs       | 2                 |
| Traffic Monitoring Stations | 17                |
| Data Collection Sensor      | 6                 |
| ITS Cabinets                | 14                |

## 12.0 SPARES

The spare parts inventory furnished by CFX to the Contractor shall consist of the parts shown in Appendix H. All spare parts supplied by CFX shall remain the sole property of CFX and shall be returned to CFX upon termination of this agreement. The Contractor shall maintain the quantities of spares noted in Appendix H as a minimum, unless otherwise directed by CFX. These quantities shall be provided to the Contractor by CFX within 30 days from the Notice to Proceed. The Contractor shall ensure that spares utilized for repairs are replaced in a timely manner.

The Contractor shall be responsible for housing all spare parts. Costs associated with housing the spare parts are considered incidental to the Contract Administration pay item. No extra compensation for housing the spare parts inventory shall be granted.

The Contractor shall use only spare parts recommended and approved by the manufacturer of the equipment being maintained. Should the Contractor use non-approved parts and the installation of the non-approved part cause additional failures and damage to the equipment, the Contractor shall be liable for all additional repair cost. Where catastrophic damage may have resulted from the installation of a non-approved part, the Contractor shall be responsible for the replacement cost of the damaged unit. Where parts are no longer available from the manufacturer or the manufacturer's approved source, the Contractor shall notify CFX. Where the Contractor has identified another source for the material that is not approved by the manufacturer of the equipment, the Contractor shall provide the manufacturer with the Contractor's alternate source and obtain the manufacturer's concurrence that it is a suitable replacement. CFX shall be notified and copied on all correspondence.

The Contractor shall return to CFX any software, patches, or upgrades paid for by CFX upon the termination of the Contract.

The Contractor shall be responsible for maintaining a continuing inventory of spare parts and test devices. The Contractor shall, on a monthly basis, review spares utilization and shall adjust inventory to represent the spares utilization history. Regardless of whether adjustments to the inventory are necessary, the Contractor shall provide CFX with a complete and updated inventory in writing and on a compact disk (CD) on a monthly basis. The Contractor shall submit the format of the inventory to CFX for review and

approval prior to its use by the Contractor. All costs associate with documenting and maintain spare parts are considered incidental to the Contract Administration pay item.

Where a failure has occurred and a spare is not available, the Contractor shall expedite obtaining the required spare and shall provide CFX with information, in writing, related to why an appropriate spare was not available.

## **13.0 PREVENTIVE MAINTENANCE**

### **13.1 Description and Common Preventive Maintenance**

The Contractor shall provide preventive maintenance services for all system components described herein. The Contractor shall notify CFX of preventive maintenance activity and coordinate activity with CFX's operational needs for device up-time.

The safeguard and security of the CFX ITS network is paramount to providing uninterrupted service 24 hours a day, 7 days a week, 365 days a year. In order to fulfill this goal, all ITS devices shall have username and password changed as directed by CFX.

Equipment necessary to perform system preventive maintenance is incidental to the preventive maintenance pay item. These incidental items include, but are not limited to, materials, vehicles, tools, software, computer interface, etc.

CFX reserves the right to modify, cancel or add to the frequency and content of the Preventive Maintenance schedule at any time.

Preventive maintenance shall include the following items (as appropriate to the device being maintained) exercised at the following maintenance intervals:

- Quarterly
  - ITS Cabinet/Grounding Preventative Maintenance
- Semi-Annual
  - DCS Preventive Maintenance
  - CCTV Preventive Maintenance
- Annual
  - Front access DMS Preventive Maintenance,
  - Walk-in DMS Preventive Maintenance.
  - TMS Preventative Maintenance
  - WWD Preventative Maintenance
  - HAR Preventative Maintenance

- Bridge Lighting Preventative Maintenance

### **13.2 ITS Cabinet/Grounding Quarterly Preventive Maintenance**

Preventive maintenance for ITS Cabinet/Grounding shall include but not limited to the following tasks:

- Check thermostat, heater, (and blower) for proper operation.
- Verify the cabinet grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If this is not possible due to the power panel a three-point measurement method shall be used. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.
- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Verify the cabinet SPDs are snapped securely to the Din Rail.
- Within the cabinet, verify the power service bus bar is isolated from the cabinet ground bus bar.
- Verify the adjacent pole meets 20 ohms or less and is attached to the same single point grounding system as the ITS cabinet.
- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.
- Inspect cables within the cabinet and cables between the cabinet and the ITS device for proper connections and colors per Ethernet wiring diagram. All cables shall be organized neatly using the cabinets cable management system per the ITS design standards.
- Inspect status indicators on SPDs and replace damaged units or modules.
- Inspect status indicators on RS-232 to RS-422 converters and replace damaged units or modules.
- Inspect air filters in field equipment cabinets and replace if dirty.
- Clean the cabinets of dust and insects
- Inspect the cabinets for environmental damage, lubricate door hinges and locks, check cabinet lights and fans for proper operation, check cables and connections for damage and corrosion
- Verify the cabinet has correct line power

- Each and every cabinet shall be clearly labeled on both outside doors with a 3M reflective label capable of being seen from the edge of roadway for easy identification. Replace labels as necessary.
- Verify all cables are correctly and securely terminated
- Verify that all cables are neatly installed in the Panduit cable management system and the Panduit Management System is not in conflict with the door.
- Verify each device is connected to the Remote Power Manager (RPM)
- Verify that the appropriate colored Ethernet cables are connected for each type of equipment based on CFX standards.
- Verify each device is labeled properly according to the outlet that is connected to the RPM. All RPM ports shall be utilized in a standardized device orientation throughout the system
- Verify that the din rail is grounded to the system ground Busbar
- Verify that power supplies, local control equipment, and transient voltage surge suppressors are securely mounted in Device Cabinet

#### ***13.2.1 ITS Cabinet/Grounding Preventive Maintenance (Remote Power Manager)***

- Verify proper voltage is provided from each output port
- Verify proper voltage continues through output ports following disconnection from constant power source
- Verify that RPM is accessible through HTTP connection via a web browser
- Verify that RPM has been configured with proper location name and system information
- Verify that all ports are properly labeled corresponding to the device attached to the port and verify that port for the switch is configured to safe-reboot.
- Verify that SNMP settings are properly configured according to information provided by CFX.
- Access RPM from the web browser and turn power off/on to confirm remote power control functionality of all ports

#### ***13.2.2 ITS Cabinet/Grounding Preventive Maintenance (Universal Power Supply)***

- Verify all LED lights on the front panel interface are operational
- Perform Self-Test on the UPS and verify there are no errors reported
- Verify proper voltage is provided from the output port
- Verify proper voltage continues through output port following disconnection from constant power source

- Verify with a digital multi-meter the voltage of UPS batteries and compare with UPS display of battery voltage
- Verify that UPS is accessible through the web interface
- Verify that UPS has been configured with proper location name and system information
- Turn off commercial power breaker in cabinet and verify that UPS power supports the functionality of all devices

### ***13.2.3 ITS Cabinet/Grounding Preventive Maintenance (Ethernet Switch)***

- Verify all connections, including correct installation of communication and power cables
- Verify CLI (Command Line Interface, Serial) and GUI (Graphic User Interface, Ethernet) are responding through Serial and Ethernet ports
- Verify System Identification Information is configured correctly
- Verify that standard port assignment convention is followed and all ports are labeled accordingly
- Verify firmware of switch is in accordance with approved range.

### ***13.2.4 ITS Cabinet/Grounding Preventive Maintenance (Video Encoder)***

- Inspect the quality and tightness of ground and surge protector connections.
- Verify proper voltages for all power supplies and related power circuits.
- Verify video image is present and free from oversaturation and any other image defect in both color and monochrome mode using local CCTV test monitor and analyzer
- Verify that the IP address, subnet mask, gateway and multicast have been configured properly
- Verify that System ID and location have been configured properly
- Verify serial data transmission through the DVE serial ports by performing PTZ functions

### ***13.2.5 ITS Cabinet/Grounding Preventive Maintenance (Terminal Server)***

- Inspect the quality and tightness of ground and surge protector connections
- Verify that the terminal server is configured with the correct IP address and site information
- Verify that Probe Interval, Count and Retransmission rates are configured properly
- Verify TCP Keepalive is enabled and configured with the correct settings
- Verify that the System description and contact information have been properly configured

- Verify that each individual port has been properly configured and labeled

### ***13.2.6 ITS Cabinet/Grounding Preventive Maintenance (Environmental Monitor)***

- Verify that the EM is accessible through HTTP connection via a web browser
- Verify that Device Location and Description have been configured
- Verify that the IP Address, Subnet Mask and Gateway have been configured properly
- Verify that SNMP is configured correctly with information provided by CFX
- Verify that all analog sensors are configured and labeled appropriately. The Min and Max values should be adjusted accordingly to the individual sensors
- Under Display section, verify that the device location is configured in the Friendly Name section under devices
- Verify that all sensors are providing accurate data. Field to confirm include: Temperature, Relative Humidity, Dew Point, Light Level, Air Flow, Sound Level, Door Switch, TVSS and Battery Monitor.
- Verify that the Battery voltage reported is accurate as compared to manual data utilizing a multi-meter
- Verify that the following Alarms have been configured and are triggered properly: Temperature Above 140°F, Door Open, TVSS Monitor, Battery Monitor Below 20V and Battery Monitor Above 35V
- Verify that the sensors have been connected and configured on the proper channels. Analog 1 – Door Switch, Analog 2 – TVSS Monitor, Analog 3 – Battery Monitor

### **13.3 CCTV Semi-Annual Preventive Maintenance**

Preventive maintenance for CCTV cameras shall include the following tasks:

- Inspect camera housing for environmental damage.
- Inspect camera housing seals.
- Clean housing dome and apply Rain-X™ (Not required for TKH Cameras – qty ??)
- Test/Inspect pan-tilt function for proper operation.
- Test/Inspect camera for proper operation.
- Inspect lowering device connection by performing local test of pan/tilt functions and verifying image quality.



- Inspect camera assembly for environmental damage.
- Adjust camera if necessary to manufacturer's specifications and standards.
- Inspect camera receiver for proper operation.
- Inspect camera receiver for environmental damage.
- Inspect camera receiver cable connections.
- Verify that the Stainless Steel Aircraft Cable is maintained or adjusted to the proper length as defined in the MG2 manual
- Verify that there are no bents or kinks in the cable. Adjust or modify as needed.
- Inspect the camera and cable assembly for any corrosion; clean any corroded parts and treat to prevent corrosion in accordance with manufacturer's recommendations.
- Perform preventive maintenance on lowering system according to manufacturer's recommendation. Make any adjustments necessary to comply with manufacturer's recommendation.
- After the lowering device test is complete verify that lower cable is attached to the parking stand
- After completing preventive maintenance, verify using a PDA or laptop computer with appropriate software installed to support testing, that the CCTV installation is properly functioning.
- Verify operation of the camera system using the SunGuide software to ensure that the cameras are reporting their status to the server correctly. Verify with the RTMC that the camera is functioning prior to leaving the site.
- Verify Compass, Presets and Home settings.
- Provide and install all device driver and software updates as they become available.

#### **13.4 DCS Semi-Annual Preventive Maintenance**

Preventive maintenance for DCS sites shall include the following tasks:

- Inspect antennas, antenna mounting brackets, and antenna cables for damage.
- Check antenna alignment and correct if necessary.
- Inspect the quality and tightness of ground and surge protector connections
- Verify power supply voltages and outputs
- Verify IP connectivity to the DCS through local laptop computer with correct preconfigured IP address
- Verify that the reader is accessible from the vendor software and the web GUI

- Verify that T21, ISOB\_80K and PS111 are enabled on the reader
- Verify that Title 21 and ISOB\_80K (sticker tags) are being read by the DCS
- Verify that a Profile has been created and saved as the individual site name
- Verify that the CFX specific script is loaded and running on the reader
- Verify that tags are showing reads in the correct lane by comparing data from software to visual examination of traffic
- Compare tag volumes displayed within the reader versus manual count and record results.
- Verify on the DCS status page that tags are received, and travel time is generated.

### **13.5 Traffic Monitoring Station Annual Preventive Maintenance**

Preventive maintenance for the traffic monitoring stations and all associated pole mounted Nema enclosures shall include the following tasks:

- Verify the enclosure grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.
- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Verify that the din rail is grounded to the system bus bar.
- Verify the enclosure SPDs are snapped and properly secured to the din rail.
- Inspect status of SPDs and replace damaged units or modules.
- Within the enclosure, verify the bus bar, terminal block, and enclosure are all single point ground to earth.
- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.
- Inspect cables within the enclosure and cables between the enclosure and sensor for proper connection.
- Inspect TMS cable connectors for water intrusion, corrosion and damaged or broken solder connections.

- Verify cables are correctly and securely terminated
- Clean the enclosure of dust and insects
- Inspect the enclosure for environmental damage, lubricate door hinges and locks.
- Verify communications to the sensor via the local RS232 port.
- Log into sensor and verify labels and direction are configured and updated
- Verify proper volume detection - Minimum duration for each site test shall be 15 minutes or 100 vehicles per lane. Traffic volume will be reported using a manual “click” counter to monitor and count each vehicle per lane. The manual count will verify volume of traffic and ensure the proper vehicle detection is occurring, to the required 95% accuracy per direction of travel. Fill in the appropriate table on the data verification sheet of the certification procedure. Sensor shall be calibrated to be within manufacturer’s allowable specifications.
- Verify proper speed detection – All lanes shall be certified for accurate speed detection. Using a calibrated Lidar radar gun, the operator shall obtain as many consecutive speed counts within a one-minute interval as possible. A 15-minute period shall be used to ensure an accurate average of traveling speeds. This data shall be compared with the 1-minute interval data as stored on the sensor. Average speed data for any individual lane shall be accurate to within 3 mph when there are more than five cars per lane. Sensor shall be calibrated to be within manufacturer’s allowable specifications.
- Verify and report any current or potential landscape obstructions.
- Coordinate with manufacturer to provide and install all device driver and software updates as they become available.

### **13.6 Front access DMS Annual Preventive Maintenance**

The Contractor shall coordinate preventive maintenance activity with the CFX’s operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole mounted DMS maintenance cabinet
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and repair heat tapes in DMS enclosure
- Inspect and replace incandescent light bulbs in DMS enclosure
- Inspect and replace air filters, if needed.
- Verify network components and DMS controllers are connected into the RPM unit for remote power cycle.

- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet.
- Inspect all power supplies in the sign and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with CFX lane closure restrictions. The contractor is advised that lane closures will be necessary to access the Front Access DMS in order to perform preventative services. **All lane closures for this task will be considered incidental to the Front Access DMS Preventative Pay Item.** See Appendix E for locations of Front Access DMS.

### **13.7 Walk-in DMS Annual Preventive Maintenance**

The Contractor shall coordinate preventive maintenance activity with the CFX's operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole mounted DMS maintenance cabinet
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and repair heat tapes in DMS enclosure
- Inspect and replace incandescent light bulbs in DMS enclosure
- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet
- Inspect and test the UPS and its batteries in DMS enclosure; replace UPS batteries if needed.
- Inspect and replace air filters, if needed
- Inspect all power supplies in the sign and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.
- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 13.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with Authority lane closure restrictions.

### **13.8 Daytime Wrong Way Driving System Annual Preventative Maintenance**

Daytime Preventive maintenance for the Wrong Way Driving System and all associated pole mounted Nema enclosures and signs shall be performed on an annual basis and include but not limited to the following tasks:

- Inspect the condition of the Wrong Way signs and verify reflectivity of the sign panels.
- Clean inside of all Cabinets (Main and Auxiliary Nema enclosures).
- Perform Mechanical checks as shown on the Maintenance Plan in Appendix M.
- Measure and record line AC and DC voltages.
- Validate incoming detection radar, laser or thermal outputs are functioning via the vendor software.
- Validate Detection of Right-Way traffic on incoming radar, laser or thermal detector.
- Validate outgoing radar, laser or thermal outputs are functioning via the vendor software.
- Validate detection of Right-Way traffic on outgoing radar, laser or thermal detector.
- Test camera detection and overall functionality by simulating Wrong Way vehicles. Includes incoming, outgoing and overview camera image processing.
- Perform sign activation Push-button test to verify functionality of signs.
- Perform Wrong Way Push-button test to verify Wrong Way alerting in Blinklink.
- See Appendix M for comprehensive list of daytime preventative maintenance tasks to be performed.

### **13.9 Nighttime Wrong Way Driving System Annual Preventative Maintenance**

Nighttime Preventative Maintenance shall require the ramps to be closed during testing of the system. Testing shall occur during non-peak hours only. Nighttime PM's will consist of testing the system to simulate a Wrong Way driving event by closing the ramps and driving vehicles in the wrong way direction. A small, medium and large vehicle shall be provided by the contractor to test and document the results.

The contractor shall make any adjustments/modifications necessary in order to pass the testing and verify a fully functioning Wrong Way Driving system. The Wrong Way Driving Preventative Maintenance test plan and checklist provided in Appendix M identifies the testing and work to be performed during the nighttime preventative maintenance. Results of the daytime annual preventative maintenance may necessitate additional nighttime preventative maintenance activities on a site by site basis.

### **13.10 Bridge Lighting System Annual Preventative Maintenance**

Preventive maintenance for the Bridge Lighting System and all associated conduit and enclosures shall include the following tasks:

- Inspection of all Deck and Spire LED lighting panels to verify functionality and condition.
- Inspection of all wiring and termination in associated pull boxes and LED panel boxes. Re-terminate and replace power splices if necessary.
- Inspect and verify that LED panel boxes for water intrusion. Re-terminate electrical splices if necessary, to ensure waterproof connection.
- Inspect Data Enabler enclosure to verify waterproof seal.
- Verify proper functionality of Data Enablers.
- Inspect condition of all power wires and verify conductors are free of water intrusion and corrosion.
- Verify the configuration and addressing of the lights within the Data Enabler.
- Verify operation of the BLS by remotely activating various light shows and confirming all LED panels are fully functioning without errors.

The contractor is advised that tasks associated with the preventative maintenance shall require a safety boat while working on the bridge. The contractor shall follow all OSHA safety requirements and regulations. **Any cost associated with the safety boat shall be considered incidental to the BLS Preventative Pay item.**

## **14.0 MAINTENANCE OF TRAFFIC**

The Contractor shall be responsible for all maintenance of traffic including all single lane closures, two lane closures, three lane closures, ramp closures and lane closures at toll plazas. The approximate number, types, and placement of traffic control devices required for each closure configuration identified below shall be in accordance with the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices Part VI and Florida Department of Transportation (FDOT) Design Standards Plan Index 102, 2020 edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the CFX's Manager of Traffic Operations or designated representative, where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet. Any maintenance of traffic that deviates from the Florida Department of Transportation (FDOT) Design Standard Plan Index 102, 2020 edition, shall be signed and sealed by a registered Florida Professional Engineer (P.E.).

The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travel way. Class 3 vest garments will be required for all speeds.

Reflectorize traffic cones used at night with cone collars meeting the following requirements:

(a) Use collars designed to properly fit the taper of the cone when installed. Place the upper 6-inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

(b) For the retroreflective sheeting for the collars, meet the requirements of ASTM D 4956 Table 4, Type VI; excluding 0.1 degree observation angle and -4 degree, +30 degree entrance angles.

Provide three certified copies of test reports and certification from the manufacturer that the material furnished meets all requirements of (b) above. Use reflective collars for cones included on the FDOT's Approved Products List.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994 of the FDOT Standard Specifications, 2020 edition. Reflective sheeting material for all work zone signs, both on and off CFX system, shall be fluorescent orange Type VII meeting requirements of Section 994. Mesh signs shall not be used for work zone signs. Rollup sheeting (Type VI, 3M Diamond Grade Fluorescent Roll Up Sign Sheeting RS24 or equal) may be used in day or night operations not to exceed 24 hours and if approval is given by CFX.

At least seven (7) days prior to beginning work on the Project, the Contractor shall submit to the Manager of Traffic Operations two (2) copies of the Contractor's proposed overall plan and methods for performing the work including a listing of equipment and personnel anticipated for use. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the travel lanes. Approval of the Contractor's safety and traffic plan by CFX shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

The Contractor shall provide capable, experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program (or an equal approved by CFX) and FDOT procedure 750-030-006(a), which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.

As a general rule, lane/ramp closures will not be permitted between 5:00 am and 11:00 p.m., on any roadway on any day of the week. If the Contractor wants to close lanes/ramps on any roadway during hours other than those permitted, the Contractor shall submit a request to the Manager of Traffic Operations with a detailed traffic control plan at least 7 days prior to the desired closure date. Lane/ramp closures are times other than those permitted above will not be allowed without the written approval of the Director of Expressway Operations or his designated representative.

If, in the opinion of the Manager of Traffic Operations or his designated representative, any lane/ramp closure(s) causes extended traffic congestion, the Manager of Traffic Operations or his designated representative, may direct the Contractor to open any temporary lane/ramp closure(s) until traffic is returned to an acceptable flow as determined by the Manager of Traffic Operations or his designated representative.

Delay costs to the public will result if all lanes/ramps are not open to traffic during the times other than permitted herein for lane closures. The Contractor shall plan its operations such that all equipment and materials, except those required for the safety of the traveling public, are removed from the clear zone and lanes/ramps are reopened for traffic by the times noted above. A damage recovery cost will be assessed to the Contractor if, due to the actions of the Contractor, the Contractor is unable to reopen lanes/ramps for traffic by the times noted above. The amounts are as follows:

10 minutes and under .....No damage recovery cost assessed  
Each additional 10 minutes or fraction thereof.....\$2,000

Costs will be assessed beginning at the appropriate time as shown above and continue until all lanes/ramps are open and traffic flow is restored as recorded by CFX. CFX shall have the right to apply as payment on such damages any money, which is due to the Contractor by CFX. At the discretion of CFX, damage recovery costs will not be assessed for failure to open traffic lanes/ramps if such cause is beyond the control of the Contractor i.e., catastrophic events, or accidents not related or caused by the Contractor's operations.

An off-duty law enforcement officer in uniform with a marked law enforcement vehicle shall be provided by the Contractor at each location where lane/ramp closures are in effect.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Traffic control devices, warning devices and barriers shall be kept in the correct position and clearly visible and clean at all times. Batteries in barricades equipped with flashers shall be checked and replaced if necessary, to ensure proper operation. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed by the Manager of Traffic Operations.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Detours will be required for all ramp closures. The contractor shall utilize a detour plan that is signed and sealed by a FL Professional Engineer registered in the State of Florida. CFX has provided for reference within Appendix M, S&S detour plans for 35 ramp locations that have been previously used for ramp closures. The contractor shall be responsible to submit for approval, detour plans that are signed and sealed by a Professional Engineer registered in the State of Florida. The detour plans at a minimum shall show the locations of all detour, work zone signs, barricades/cones and Portable Changeable Message signs (PCMS) and Traffic Control Officer. PCMS shall be required at all ramp closures and deployed at least 7 days in advance of the closure. CFX has listed within Appendix F, the ramp locations that may require detours to perform preventative maintenance and repairs services on the Wrong Way Driving System.

The list within Appendix F is not intended to be all inclusive and is for purposes of clarifying current WWD System locations where detours are likely to be required. The detour pay items are inclusive of all costs to provide a complete detour for each ramp closure. The pay items shall include all costs associated with signed and sealed detour plans, providing and deploying Barricades/Cones, Work Zone Signs, Arrow boards, PCMS and Traffic Control Officer in accordance with the approved detour plan. The pay items shall also include as incidental any costs associated with Administrative and coordination efforts with pertinent local agencies, D5 RTMC, and toll plaza staff. The varying level of detours are itemized within



three pay items contingent on the quantity of PCMS and Detour signs required for each ramp closure. Under special circumstances, cancellation of previously scheduled detours may be required. The Detour Cancellation pay item shall include all costs associated with mobilization and de-mobilization.

## **15.0 PROJECT ADMINISTRATION**

Project Administration is a recurring task throughout the term of the Contract. The Contractor shall provide the control, coordination and interface of all activities and services associated with the maintenance of the system. Activities and services include, but are not necessarily limited to:

- Project Records and Files
- Project Coordination
- Parts Inventory/Tracking and updates in MIMS
- Housing for all Parts and Inventory
- Warranty Tracking
- Monthly Inventory Audits
- Bi-Weekly Meetings
- Utility Coordination
- Daily RMA Processing and Returns
- Scrap Material Processing and Coordination
- Monthly Invoicing and Documentation
- 24 Hour Toll-Free On-Call Number
- GIS Licenses for technicians

CFX shall provide the Contractor with all available plans, specifications, manuals and maintenance logs for all system components and subsystem.

The Contractor shall provide monthly reports in a format approved by CFX, providing the following information:

- Date and Time of Trouble Notification
- Name of Person reporting the repair request
- Type and Location of problem
- Date and Time of response
- Name of person responding to the repair
- Description of problem resolution
- Verification of testing procedures completed
- Date and Time of completion of repair work

Payment for compiling the monthly maintenance reports and tasks stated above shall be considered incidental to the Project Administration Pay Item.

All repair and/or replacement work, equipment, cable and associated electrical work shall conform to the current requirements and practices of the latest version of each of the following:

- National Electric Code (NEC)
- National Electrical Safety Code

- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Telcordia (formerly 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
- Latest CFX ITS Specifications and Design Standards

## **16.0 PROJECT RECORDS**

The Contractor shall maintain complete and accurate records of all work activities and events relating to the Contract. Project records shall include such items as Daily Logs of maintenance activities, Monthly Status Reports, meeting notes, cost proposals, invoices, inventory records, time sheets, staffing roster and any other pertinent information.

Status reports summarizing all completed activities during the current reporting period and current work in progress are to be given to CFX on a monthly basis during the term of the Contract. Payment for these items is considered incidental to the Project Administration pay item.

## **17.0 MATERIALS AND EQUIPMENT**

The Contractor shall provide all incidental materials, tools and equipment to satisfy the needs of the project. The Contractor shall have on hand incidental materials needed to complete the required tasks including fuses, connectors, filters, wiring, etc. that are common to the industry. Contractor vehicles shall carry the following common diagnosis tools:

- PDA or Laptop Computer with required software for all vendors covered under this maintenance agreement
- Terminal/Applications Software
- Video Monitors
- Light Source/Power Meter/OTDR/
- Multi-meter, Voltmeter/MOhm/Ohmmeter
- Copper TDR (For Locating Tone Wire Faults)
- Ethernet Network Analyzer
- RF Wattmeter
- RadioDetection Locate unit

Under emergency or special circumstances, CFX may require the contractor to provide specified equipment or material outside of any required incidental equipment/materials temporarily for a limited period of time (Rental). At the direction of CFX, the contractor shall provide quotes for the requested material or

equipment for approval. The contractor shall be allowed a mark-up as stated in the Method of Compensation – Parts Allowance on the rental equipment requested by CFX.

## **18.0 ACCESS / SECURITY TO CFX FACILITIES**

The Contractor shall provide advance notice to CFX when access is needed as well as the names of the Contractor personnel requiring access.

CFX will provide appropriate access and specific authorization for Contractor personnel to System resources and Authority facilities required to fulfill the terms of the Contract. CFX will issue the access control items (i.e., identification badges, security cards, passwords, keys, etc.) as necessary to facilitate the required access/authorization privileges and are subject to the CFX's Security Policy. These access control items shall be safeguarded against loss, alteration, duplication or destruction, and unauthorized use or disclosure thereof while in the custody of the Contractor personnel.

The access control items shall remain CFX's property at all times and must be returned to CFX when requested, or when Contractor personnel no longer have a specific contractual need. CFX may modify or revoke any or all access/authorization privileges granted to Contractor personnel when it is deemed necessary to satisfy a current or future operational need or to protect CFX or its assets. CFX will provide escorted access for Contractor personnel as necessary.

The Contractor's PM or Principal in Charge shall immediately notify CFX when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the System posed by Contractor personnel or the actions thereof. The Contractor's PM shall assist CFX in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the System directly attributed to Contractor personnel. CFX shall be notified immediately if a Contractor's employee with security access to CFX is terminated or leaves the firm. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.

The Contractor shall comply with the requirements of the CFX's Contractor Security Policy attached as Appendix I.

## **19.0 ADDITIONAL SERVICES**

Additional services may be assigned to the Contractor through a Supplemental Agreement in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

## **20.0 CFX RESPONSIBILITIES**

- a. The CFX's Manager of Traffic Operations, through his designated representative, will administer the terms and conditions of the Contract.
- b. CFX will familiarize the Contractor with its facilities and provide all necessary "As-Built" or construction documentation available.
- c. The Contractor shall be responsible for working with any other maintenance Contractor to isolate the cause of System problems and ITS device problems and to take corrective action. Specific isolation of the problem will be the responsibility of the Contractor.

- d. CFX will provide the Contractor with all available information concerning warranties in force for various products. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify CFX in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

## **21.0 COMPENSATION**

Compensation to the Contractor will be in accordance with the Method of Compensation.

## **22.0 DURATION OF AGREEMENT AND RENEWAL OPTION**

The term of the Contract shall be for five (5) years with five (5) renewal options up to five years as defined by CFX. The work under this Contract shall commence upon written notice from the CFX's Manager of Expressway Operations. The option to renew may be exercised at the discretion and election of CFX, upon which CFX would provide written notice of its exercise to the Contractor at least 180 days prior to the expiration of the initial five (5) year Contract Term. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse the CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives the CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. If CFX agrees to revisions proposed by the Contractor, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

**RFP-001689 Evaluation Committee- July 7, 2020 Minutes**

Evaluation Committee for **Maintenance of ITS Infrastructure; RFP-001689** held a duly noticed meeting on Tuesday, July 7, 2020, commencing at 8:00 a.m. via teleconference

**Committee Members:**

Bryan Homayouni, Manager of Traffic Operations  
Don Budnovich, Director of Maintenance  
Brent Poole, ITS Analyst  
Iranetta Dennis, Director of Supplier Diversity

**Other Attendees:**

Aneth Williams, Director of Procurement  
Brad Osterhaus, Senior Procurement/QC Administrator

**Q and A:**

Brad began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

|                         |                    |
|-------------------------|--------------------|
| Kapsch TrafficCom USA   | 9:00 -9:20 a.m.    |
| SICE, Inc.              | 9:30 – 9:50 a.m.   |
| Traffic Control Devices | 10:00 – 10:20 a.m. |

**Evaluation Portion:**

After the interviews, the Committee members individually scored the demo presentations and submitted them for tallying. The score for the interviews is as shown:

| <u>Proposer</u>         | <u>Points</u> |
|-------------------------|---------------|
| Kapsch TrafficCom USA   | 232           |
| SICE, Inc.              | 211           |
| Traffic Control Devices | 175           |

**Pricing**

Upon completion of the evaluation of the interviews, Aneth opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements.

| <u>Proposer</u>         | <u>Total Price</u> | <u>Points</u> |
|-------------------------|--------------------|---------------|
| Kapsch TrafficCom USA   | \$ 8,699,940.00    | 40            |
| SICE, Inc.              | \$ 9,270,270.00    | 37.54         |
| Traffic Control Devices | \$10,341,500.00    | 33.65         |

**Total Points and Rankings**

| <u>Proposer</u>         | <u>Avg.Tech. Points</u> | <u>Pricing Points</u> | <u>Total Points</u> | <u>Ranking</u> |
|-------------------------|-------------------------|-----------------------|---------------------|----------------|
| Kapsch TrafficCom USA   | 58                      | 40                    | 98                  | 1              |
| SICE, Inc.              | 52.75                   | 37.54                 | 90.29               | 2              |
| Traffic Control Devices | 43.75                   | 33.65                 | 77.40               | 3              |

The Committee members agreed that the highest ranked firm would be recommended to the Board for award.

There being no further business to come before the Committee, the meeting was adjourned at 11:00 a.m. These minutes are considered to be the official minutes of scoring the technical proposals, interviews, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Tuesday, July 7, 2020.

Submitted by: **Aneth Williams** Digitally signed by Aneth Williams  
Date: 2020.07.07 11:09:25 -04'00'  
**Aneth Williams, Director of Procurement**

On behalf of the Evaluation Committee these minutes have been review and approved by:



Digitally signed by Bryan Homayouni  
Date: 2020.07.07 11:04:33 -04'00'

---

**Bryan Homayouni, Manager of Traffic Operations**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY


MAINTENANCE FOR ITS INFRASTRUCTURE, Contract No. 001689

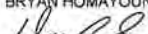
| EVALUATOR       | KAPSCH    |       | SICE      |       | TRAFFIC CONTROL DEVICES |       |
|-----------------|-----------|-------|-----------|-------|-------------------------|-------|
|                 | TECHNICAL | PRICE | TECHNICAL | PRICE | TECHNICAL               | PRICE |
| BRYAN HOMAYOUNI | 59        |       | 54        |       | 35                      |       |
| DON BUDNOVICH   | 60        |       | 60        |       | 55                      |       |
| IRANETTA DENNIS | 57        |       | 43        |       | 39                      |       |
| BRENT POOLE     | 56        |       | 54        |       | 46                      |       |
| TOTAL           | 232       |       | 211       |       | 175                     |       |
| AVG TECH POINTS | 58.00     |       | 52.75     |       | 43.75                   |       |


| PRICE PROPOSAL SUMMARY  |                  |             |
|-------------------------|------------------|-------------|
| PROPOSER                | PROPOSAL AMOUNT  | POINT VALUE |
| KAPSCH                  | \$ 8,699,940.00  | 40.00       |
| SICE                    | \$ 9,270,270.00  | 37.5391008  |
| TRAFFIC CONTROL DEVICES | \$ 10,341,500.00 | 33.65059227 |


| POINT TOTALS AND FINAL RANKING |                  |              |              |               |
|--------------------------------|------------------|--------------|--------------|---------------|
| PROPOSER                       | TECHNICAL POINTS | PRICE POINTS | TOTAL POINTS | FINAL RANKING |
| KAPSCH                         | 58.00            | 40.00        | 98.00        | 1             |
| SICE                           | 52.75            | 37.54        | 90.29        | 2             |
| TRAFFIC CONTROL DEVICES        | 43.75            | 33.65        | 77.40        | 3             |

Committee Members:

  
 BRYAN HOMAYOUNI (Jul 7, 2020 10:54 EDT)  
 BRYAN HOMAYOUNI

  
 DON BUDNOVICH

  
 IRANETTA DENNIS (Jul 7, 2020 10:57 EDT)  
 IRANETTA DENNIS

  
 BRENT POOLE (Jul 7, 2020 10:58 EDT)  
 BRENT POOLE

7/7/2020

7/7/2020

7/7/2020

7/7/2020

E.

Chain Reports



# **E.1.**

## **Chairman's Report**

**THERE ARE NO  
BACKUP MATERIALS  
FOR THIS ITEM**

**E.2.**

**Treasurer's Report**

MEMORANDUM

TO: CFX Board Members  
FROM: Michael Carlisle, Director of Accounting and Finance  
DATE: July 27, 2020 *MC*  
RE: June 2020 Financial Reports

Attached please find the June 2020 Financial Reports. Please note this information is being provided as interim information and has not been audited, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2020. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
AND RELATED DOCUMENTS  
FOR THE MONTH ENDING JUNE 30, 2020 AND YEAR-TO-DATE**

|   | <b>FY 20<br/>MONTH<br/>ACTUAL</b> | <b>FY 20<br/>MONTH<br/>BUDGET</b> | <b>FY 20<br/>YEAR-TO-DATE<br/>ACTUAL</b> | <b>FY 20<br/>YEAR-TO-DATE<br/>BUDGET</b> | <b>FY 20<br/>YEAR-TO-DATE<br/>VARIANCE</b> | <b>FY 20<br/>YEAR-TO-DATE<br/>% VARIANCE</b> | <b>FY 19 - 20<br/>YEAR-TO-DATE<br/>COMPARISON</b> |
|---|-----------------------------------|-----------------------------------|--|--|--|--|---|
| <b>REVENUES</b>                         |                                   |                                   |  |  |  |  |   |
| TOLLS*                                  | \$ 30,528,609                     | \$ 39,672,071                     | \$ 445,961,747                           | \$ 482,750,000                           | \$ (36,788,252)                            | -7.6%  | -6.2%   |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S  | \$ 993,567                        | 1,230,805                         | \$ 11,836,188                            | 10,815,000                               | 1,021,188                                  | 9.4%   | 22.3%   |
| TRANSPONDER SALES                       | \$ 30,272                         | 61,642                            | \$ 789,980                               | 748,202                                  | 41,778                                     | 5.6%   | 21.8%   |
| OTHER OPERATING                         | \$ 87,373                         | 117,918                           | \$ 1,873,070                             | 962,088                                  | 910,982                                    | 94.7%  | 24.9%   |
| INTEREST                                | \$ 1,419,136                      | 300,328                           | \$ 10,989,355                            | 5,971,846                                | 5,017,509                                  | 84.0%  | 72.3%   |
| MISCELLANEOUS                           | \$ 61,964                         | 62,176                            | \$ 742,031                               | 731,471                                  | 10,560                                     | 1.4%   | -23.4%  |
| <b>TOTAL REVENUES</b>                   | <b>\$ 33,120,920</b>              | <b>41,444,940</b>                 | <b>\$ 472,192,372</b>                    | <b>501,978,607</b>                       | <b>(29,786,235)</b>                        | <b>-5.9%</b>                                 | <b>-4.5%</b>                                      |
| <b>O M &amp; A EXPENSES</b>             |                                   |                                   |  |  |  |  |   |
| OPERATIONS                              | \$ 8,367,131                      | 10,732,782                        | \$ 63,226,052                            | 68,790,186                               | 5,564,134                                  | 8.1%   | 8.6%  |
| MAINTENANCE                             | \$ 2,764,386                      | 5,469,159                         | \$ 15,684,293                            | 20,591,838                               | 4,907,545                                  | 23.8%  | -4.6%   |
| ADMINISTRATION                          | \$ 956,346                        | 1,213,678                         | \$ 7,961,361                             | 8,982,398                                | 1,021,037                                  | 11.4%  | 1.5%  |
| OTHER OPERATING                         | \$ 404,343                        | 514,088                           | \$ 2,241,041                             | 2,741,800                                | 500,759                                    | 18.3%  | -18.5%  |
| <b>TOTAL O M &amp; A EXPENSES</b>       | <b>\$ 12,492,206</b>              | <b>17,929,707</b>                 | <b>\$ 89,112,746</b>                     | <b>101,106,222</b>                       | <b>11,993,476</b>                          | <b>11.9%</b>                                 | <b>4.5%</b>                                       |
| <b>NET REVENUES BEFORE DEBT SERVICE</b> | <b>\$ 20,628,715</b>              | <b>23,515,234</b>                 | <b>\$ 383,079,625</b>                    | <b>400,872,385</b>                       | <b>(17,792,759)</b>                        | <b>-4.4%</b>                                 | <b>-6.4%</b>                                      |
| <b>COMBINED NET DEBT SERVICE</b>        | <b>\$ 18,259,749</b>              | <b>18,731,876</b>                 | <b>\$ 202,897,120</b>                    | <b>203,888,613</b>                       | <b>991,493</b>                             | <b>0.5%</b>                                  | <b>15.2%</b>                                      |
| <b>NET REVENUES AFTER DEBT SERVICE</b>  | <b>\$ 2,368,965</b>               | <b>\$ 4,783,357</b>               | <b>\$ 180,182,505</b>                    | <b>\$ 196,983,771</b>                    | <b>\$ (16,801,266)</b>                     | <b>-8.5%</b>                                 | <b>-22.7%</b>                                     |

\* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2020.

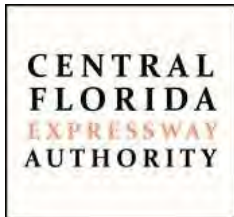
The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION  
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2019  
FOR THE MONTH ENDING JUNE 30, 2020 AND YEAR-TO-DATE**

|                            | <u>FY<br/>2020<br/>ACTUAL</u> | <u>FY<br/>2020<br/>BUDGET</u> | <u>VARIANCE</u> | <u>FY 20<br/>YEAR-TO-DATE<br/>% VARIANCE</u> |
|----------------------------|-------------------------------|-------------------------------|-----------------|--|
| Operations                 | \$ 63,226,052                 | \$ 68,790,186                 | \$ 5,564,134    | 8.1%   |
| Maintenance                | 15,684,293                    | 20,591,838                    | 4,907,545       | 23.8%  |
| Administration             | 7,961,361                     | 8,982,398                     | 1,021,037       | 11.4%  |
| Other Operating            | <u>2,241,041</u>              | <u>2,741,800</u>              | <u>500,759</u>  | <u>18.3%</u>                                 |
| Total O M & A              | \$ 89,112,746                 | \$ 101,106,222                | \$ 11,993,476   | 11.9%  |
| Capital Expenditures       |                               |                               |                 |  |
| Operations                 | \$ 10,344                     | \$ 50,000                     | 39,656          | 79.3%  |
| Maintenance                | 62,991                        | 142,000                       | 79,009          | 55.6%  |
| Administration             | <u>19,466</u>                 | <u>60,000</u>                 | <u>40,535</u>   | <u>67.6%</u>                                 |
| Total Capital Expenditures | \$ 92,801                     | \$ 252,000                    | \$ 159,199      | 63.2%  |

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2020.

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.



**Central Florida Expressway Authority**  
**Operations - Comparison of Actual to Budget**  
**For the Twelve Months Ending June 30, 2020**

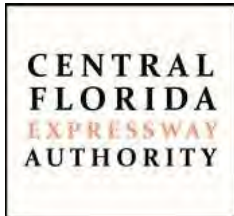
|                                  | <u>YTD<br/>Actual</u>           | <u>YTD<br/>Budget</u>           | <u>Budget<br/>Variance</u>     | <u>Variance<br/>Percentage</u> |
|----------------------------------|---------------------------------|---------------------------------|--------------------------------|--------------------------------|
| Toll Operations                  | 581,820                         | 588,215                         | 6,395                          | 1.09%                          |
| Image Review                     | 12,304,073                      | 10,331,100                      | (1,972,973)                    | -19.10%                        |
| Special Projects                 | 71,518                          | 152,359                         | 80,841                         | 53.06%                         |
| Information Technology           | 5,171,637                       | 5,909,593                       | 737,956                        | 12.49%                         |
| E-PASS Service Center            | 20,487,280                      | 24,809,119                      | 4,321,839                      | 17.42%                         |
| E-PASS Business Services         | 137,265                         | 158,185                         | 20,920                         | 13.22%                         |
| Public Outreach/Education        | 2,625,004                       | 3,017,100                       | 392,096                        | 13.00%                         |
| <b>Subtotal CFX</b>              | <b><u>41,378,597</u></b>        | <b><u>44,965,671</u></b>        | <b><u>3,587,074</u></b>        | <b><u>7.98%</u></b>            |
| <br>                             |                                 |                                 |                                |                                |
| Plazas                           | 21,857,799                      | 23,874,515                      | 2,016,716                      | 8.45%                          |
| <b>Subtotal Toll Facilities</b>  | <b><u>21,857,799</u></b>        | <b><u>23,874,515</u></b>        | <b><u>2,016,716</u></b>        | <b><u>8.45%</u></b>            |
| <br>                             |                                 |                                 |                                |                                |
| <b>Total Operations Expenses</b> | <b><u><u>63,236,397</u></u></b> | <b><u><u>68,840,186</u></u></b> | <b><u><u>5,603,789</u></u></b> | <b><u><u>8.14%</u></u></b>     |



**Central Florida Expressway Authority  
Maintenance - Comparison of Actual to Budget  
For the Twelve Months Ending June 30, 2020**

|                                   | <u>YTD<br/>Actual</u>    | <u>YTD<br/>Budget</u>    | <u>Budget<br/>Variance</u> | <u>Variance<br/>Percentage</u> |
|-----------------------------------|--------------------------|--------------------------|----------------------------|--------------------------------|
| Maintenance Administration        | 2,816,363                | 3,553,027                | 736,664                    | 20.73%                         |
| Traffic Operations                | 3,803,886                | 5,259,175                | 1,455,288                  | 27.67%                         |
| Routine Maintenance               | 9,127,034                | 11,921,636               | 2,794,602                  | 23.44%                         |
| <b>Total Maintenance Expenses</b> | <b><u>15,747,284</u></b> | <b><u>20,733,838</u></b> | <b><u>4,986,554</u></b>    | <b><u>24.05%</u></b>           |





**Central Florida Expressway Authority**  
**Administration - Actual to Budget by Cost Center**  
**For the Twelve Months Ending June 30, 2020**

|                             | <u>YTD<br/>Actual</u>   | <u>YTD<br/>Budget</u>   | <u>Budget<br/>Variance</u> | <u>Variance<br/>Percentage</u> |
|-----------------------------|-------------------------|-------------------------|----------------------------|--------------------------------|
| General                     | 807,608                 | 945,375                 | 137,767                    | 14.57%                         |
| Administrative Services     | 2,223,403               | 2,194,757               | (28,646)                   | -1.31%                         |
| Communications              | 661,302                 | 815,237                 | 153,935                    | 18.88%                         |
| Human Resources             | 264,681                 | 344,693                 | 80,012                     | 23.21%                         |
| Supplier Diversity          | 242,615                 | 371,189                 | 128,574                    | 34.64%                         |
| Accounting                  | 1,544,097               | 1,661,288               | 117,191                    | 7.05%                          |
| Construction Administration | 102,136                 | 64,554                  | (37,582)                   | -58.22%                        |
| Risk Management             | 13,070                  | 164,461                 | 151,391                    | 92.05%                         |
| Procurement                 | 541,396                 | 622,224                 | 80,828                     | 12.99%                         |
| Legal                       | 678,578                 | 805,439                 | 126,861                    | 15.75%                         |
| Internal Audit              | 471,496                 | 564,000                 | 92,504                     | 16.40%                         |
| 525 Magnolia                | 28,775                  | 24,463                  | (4,312)                    | -17.63%                        |
| Engineering                 | 71,411                  | 77,225                  | 5,814                      | 7.53%                          |
| Records Management          | 330,259                 | 387,493                 | 57,234                     | 14.77%                         |
| <b>Grand Total Expenses</b> | <u><u>7,980,826</u></u> | <u><u>9,042,398</u></u> | <u><u>1,061,571</u></u>    | <u><u>11.74%</u></u>           |

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY  
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS  
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON  
FOR THE MONTH ENDING JUNE 30, 2020 AND YEAR-TO-DATE**

|   | FY 20<br>YEAR-TO-DATE<br>ACTUAL | FY 20<br>YEAR-TO-DATE<br>BUDGET | FY 20<br>YEAR-TO-DATE<br>VARIANCE | FY 19<br>YEAR-TO-DATE<br>ACTUAL | FY 19<br>YEAR-TO-DATE<br>BUDGET | FY 19<br>YEAR-TO-DATE<br>VARIANCE | YEAR-TO-DATE<br>VARIANCE<br>COMPARISON |
|---|---------------------------------|---------------------------------|-----------------------------------|---------------------------------|---------------------------------|-----------------------------------|--|
| <b>REVENUES</b>                         |                                 |                                 |                                   |                                 |                                 |                                   |  |
| TOLLS*                                  | \$ 445,961,747                  | \$ 482,750,000                  | \$ (36,788,252)                   | \$ 475,329,423                  | \$ 460,900,000                  | \$ 14,429,423                     | \$ (51,217,675)                        |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S  | 11,836,188                      | 10,815,000                      | 1,021,188                         | 9,680,853                       | 7,248,500                       | 2,432,353                         | (1,411,165)                            |
| TRANSPONDER SALES                       | 789,980                         | 748,202                         | 41,778                            | 648,404                         | 286,700                         | 361,704                           | (319,926)                              |
| OTHER OPERATING                         | 1,873,070                       | 962,088                         | 910,982                           | 1,499,757                       | 1,349,670                       | 150,087                           | 760,895                                |
| INTEREST                                | 10,989,355                      | 5,971,846                       | 5,017,509                         | 6,376,638                       | 3,469,550                       | 2,907,088                         | 2,110,421                              |
| MISCELLANEOUS                           | 742,031                         | 731,471                         | 10,560                            | 969,082                         | 1,037,350                       | (68,268)                          | 78,828                                 |
| <b>TOTAL REVENUES</b>                   | 472,192,372                     | 501,978,607                     | (29,786,235)                      | 494,504,157                     | 474,291,770                     | 20,212,387                        | (49,998,622)                           |
| <b>O M &amp; A EXPENSES</b>             |                                 |                                 |                                   |                                 |                                 |                                   |  |
| OPERATIONS                              | 63,226,052                      | 68,790,186                      | 5,564,134                         | 58,240,869                      | 63,606,058                      | 5,365,189                         | 198,945                                |
| MAINTENANCE                             | 15,684,293                      | 20,591,838                      | 4,907,545                         | 16,433,979                      | 19,937,226                      | 3,503,247                         | 1,404,298                              |
| ADMINISTRATION                          | 7,961,361                       | 8,982,398                       | 1,021,037                         | 7,846,724                       | 8,366,478                       | 519,754                           | 501,283                                |
| OTHER OPERATING                         | 2,241,041                       | 2,741,800                       | 500,759                           | 2,750,721                       | 2,453,750                       | (296,971)                         | 797,730                                |
| <b>TOTAL O M &amp; A EXPENSES</b>       | 89,112,746                      | 101,106,222                     | 11,993,476                        | 85,272,293                      | 94,363,512                      | 9,091,219                         | 2,902,257                              |
| <b>NET REVENUES BEFORE DEBT SERVICE</b> | 383,079,625                     | 400,872,385                     | (17,792,759)                      | 409,231,864                     | 379,928,258                     | 29,303,606                        | (47,096,365)                           |
| <b>COMBINED NET DEBT SERVICE</b>        | 202,897,120                     | 203,888,613                     | 991,493                           | 176,135,433                     | 177,101,009                     | (965,576)                         | 1,957,069                              |
| <b>NET REVENUES AFTER DEBT SERVICE</b>  | <u>\$ 180,182,505</u>           | <u>\$ 196,983,771</u>           | <u>\$ (16,801,266)</u>            | <u>\$ 233,096,431</u>           | <u>\$ 202,827,249</u>           | <u>\$ 30,269,182</u>              | <u>\$ (47,070,448)</u>                 |

\* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2020.

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 JUNE 30, 2020 AND YEAR-TO-DATE**

|   | FY 20<br>MONTH<br>ACTUAL | FY 19<br>MONTH<br>ACTUAL | FY 19 - 20<br>SAME MONTH<br>COMPARISON | FY 20<br>YEAR-TO-DATE<br>ACTUAL | FY 19<br>YEAR-TO-DATE<br>ACTUAL | FY 19 - 20<br>YEAR-TO-DATE<br>COMPARISON |
|---|--------------------------|--------------------------|--|---------------------------------|---------------------------------|--|
| <b>REVENUES</b>                         |                          |                          |  |                                 |                                 |  |
| TOLLS*                                  | \$ 30,528,609            | \$ 39,893,698            | \$ (9,365,089)                         | \$ 445,961,747                  | \$ 475,329,423                  | \$ (29,367,676)                          |
| FEES COLLECTED VIA UTN/UTC'S AND PBP'S  | 993,567                  | 829,058                  | 164,509                                | 11,836,188                      | 9,680,853                       | 2,155,335                                |
| TRANSPONDER SALES                       | 30,272                   | 74,272                   | (44,000)                               | 789,980                         | 648,404                         | 141,576                                  |
| OTHER OPERATING                         | 87,373                   | 186,722                  | (99,349)                               | 1,873,070                       | 1,499,757                       | 373,313                                  |
| INTEREST                                | 1,419,136                | 1,142,699                | 276,437                                | 10,989,355                      | 6,376,638                       | 4,612,717                                |
| MISCELLANEOUS                           | 61,964                   | 61,002                   | 962                                    | 742,031                         | 969,082                         | (227,051)                                |
| <b>TOTAL REVENUES</b>                   | 33,120,920               | 42,187,451               | (9,066,531)                            | 472,192,372                     | 494,504,157                     | (22,311,785)                             |
| <b>O M &amp; A EXPENSES</b>             |                          |                          |  |                                 |                                 |  |
| OPERATIONS                              | 8,367,131                | 7,056,006                | 1,311,125                              | 63,226,052                      | 58,240,869                      | 4,985,183                                |
| MAINTENANCE                             | 2,764,386                | 3,158,107                | (393,721)                              | 15,684,293                      | 16,433,979                      | (749,686)                                |
| ADMINISTRATION                          | 956,346                  | 1,152,021                | (195,675)                              | 7,961,361                       | 7,846,724                       | 114,637                                  |
| OTHER OPERATING                         | 404,343                  | 736,243                  | (331,900)                              | 2,241,041                       | 2,750,721                       | (509,680)                                |
| <b>TOTAL O M &amp; A EXPENSES</b>       | 12,492,206               | 12,102,377               | 389,829                                | 89,112,746                      | 85,272,293                      | 3,840,453                                |
| <b>NET REVENUES BEFORE DEBT SERVICE</b> | 20,628,715               | 30,085,074               | (9,456,359)                            | 383,079,625                     | 409,231,864                     | (26,152,239)                             |
| <b>COMBINED NET DEBT SERVICE</b>        | 18,259,749               | 15,891,227               | 2,368,522                              | 202,897,120                     | 176,135,433                     | 26,761,687                               |
| <b>NET REVENUES AFTER DEBT SERVICE</b>  | <u>\$ 2,368,965</u>      | <u>\$ 14,193,847</u>     | <u>\$ (11,824,882)</u>                 | <u>\$ 180,182,505</u>           | <u>\$ 233,096,431</u>           | <u>\$ (52,913,926)</u>                   |

\* All Plazas had tolls suspended in FY 20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2020.

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# E.3.

## Executive Director's Report

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Executive Director Report August 2020

### DASHBOARD

#### Wrong Way Driving Program

In June there were 10 detections system-wide with 9 of the 10 detections resulting in documented turn arounds. Details of the remaining event is listed below:

#### **SR 408 WB Exit 8 at John Young Pkwy; Sunday 6/14/2020 2:34 AM**

A blue hatchback was observed traveling down the ramp in the wrong direction. The Regional Traffic Management Center notified FHP of the event. The dynamic message sign was updated to warn drivers in the area. There were no citations or crashes associated with this event.

#### Financial Indicators

The COVID-19 revenue impacts were the most severe in April with average daily revenue down approximately 53% from 2019 levels. May, June and July estimated revenues indicate a slow recovery at -38%, -26% and -20% over 2019 levels respectively.

#### Reload Service Lanes

Reload service lanes and manned cash lanes were closed in April and May and were reopened on June 1, 2020.

#### Customer Service Center

Call wait times averaged 1 minute, 48 seconds in June. CDC guidelines and social distancing requirements have limited the number of customer call center representative workstations available at any given time. The Customer Service Center hours have been expanded to 7:00 am to 11:30 pm, Monday through Friday and 8:00 am to 5:30 pm on Saturday.

### FINANCIAL RESPONSIBILITY

#### Bond Refinancing

On July 24, the Finance Committee met and voted to recommend a bond refinancing to bring to the Board. Staff is asking for approval to refinance the outstanding par amounts of the 2010B and 2013C (\$155,765,000) into a single bank loan with Truist Bank at a rate of 1.54%. The net present value savings is expected to be approximately \$11 million. CFX will continue to monitor the market for other refunding opportunities.

### COMMUNITY OUTREACH

#### Orange County Public Schools

Board member Jay Madera and the CFX team met with Orange County Public Schools representatives to explore hands-on engineering learning opportunities for Orange County school programs focused on science, technology, engineering and mathematics (STEM), similar to the CFX/Lyman High School Institute of

Engineering partnership in Seminole County. Opportunities to track the Lake-Orange Expressway design and construction activities with emerging STEM programs in Orange County schools was discussed.

## TRANSPORTATION PARTNERSHIPS

### Greater Orlando Aviation Authority

The SR 436/SR 528 interchange redesign was presented to the Greater Orlando Aviation Authority on July 15. Construction recently began on this signature project; which will greatly enhance safety and throughput. The interchange will serve as a beautiful new gateway to Central Florida from the north entrance of the Orlando International Airport.

### International Bridge Tunnel and Turnpike Association (IBTTA)

IBTTA recently created a Women in Tolling Council, comprised of 20 members. The Women in Tolling Council was created on August 6, 2020 to connect women in tolling globally, supporting diversity in leadership, and promoting professional development. I am honored to serve as one of the 20 founding members.

### WTS International

Women in Transportation International Central Florida Chapter is celebrating their 25<sup>th</sup> Anniversary on August 13, 2020. A virtual celebration is scheduled for 5:30 pm.

### Transportation and Expressway Authority Membership of Florida (TEAM FL)

I enjoyed representing CFX in the TEAM FL “All Electronic Tolling on the Fly” webinar held on July 16, 2020. Florida’s Turnpike and the Pennsylvania Turnpike also participated. The webinar focused on the experiences of three agencies as toll collection went cashless for a brief period due to COVID-19.

### Orlando Business Journal

I joined several transportation industry leaders on July 7 to participate in a Transportation Virtual Roundtable. The virtual discussion focused on Central Florida’s transit needs and last mile challenges.

## ENVIRONMENTAL STEWARDSHIP

### Environmental Stewardship Committee

The first CFX Environmental Stewardship Committee meeting will take place on August 20, 2020. A proposed wildlife/pedestrian bridge over SR 528, the Osceola/Brevard County Connector Concept, Feasibility and Mobility Study, the Southport Connector Expressway PD&E Study and the Northeast Connector Expressway Phase 1 PD&E Study will be discussed at the first meeting.

The Florida Greenways and Trails Foundation asked CFX to provide cost estimates for a few wildlife/pedestrian bridge options over the Beachline so that the Foundation could pursue federal and local funding for the project.

The Osceola/Brevard County Connector is a potential project identified by the East Central Florida Corridor Task Force that connects central Florida to I-95 in Brevard County. The Concept, Feasibility and Mobility Study began a few months ago.

The Southport Connector Expressway PD&E Study begins at the current southern terminus of the Poinciana Parkway at Cypress Parkway and extends eastward for approximately 13 miles to Florida's Turnpike. The goals of this proposed new limited-access facility include improving the roadway connection from the greater Poinciana area to Florida's Turnpike, enhancing mobility of the area's growing population and economy, relieving congestion on local roads, providing for the incorporation of transit options, and promoting regional connectivity.

The Northeast Expressway Connector Phase 1 PD&E Study begins at the eastern terminus of the future Osceola Parkway Extension and extends down to Nova Road. The proposed project's goal is to enhance regional connectivity and mobility by providing connections between existing and future east-west corridors within the study area.

#### Florida Wildlife Corridor

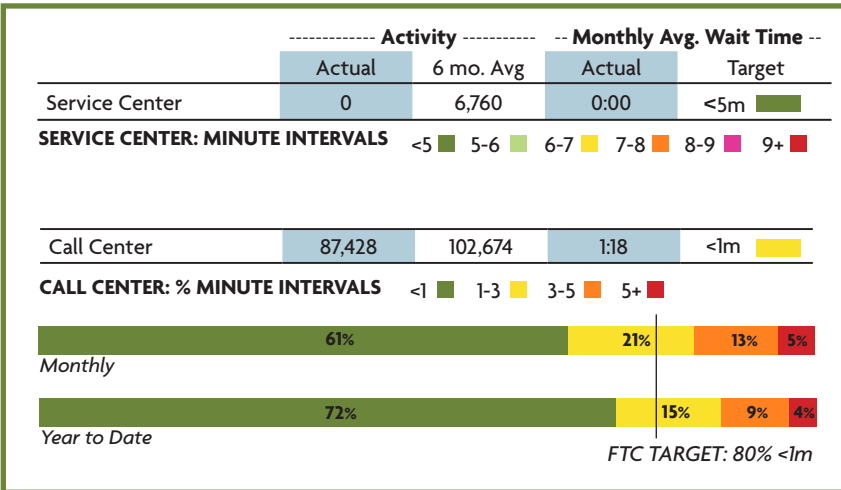
Lake County Commissioner and Board member Sean Parks and the CFX team met with Jason Lauritsen, a representative of the Florida Wildlife Corridor on July 20 to discuss coordination of infrastructure design and conservation priorities. Mr. Lauritsen is interested in coordinating with CFX as the Orange-Lake Expressway is designed to consider wildlife crossings at the US 27 interchange.

**PERFORMANCE DASHBOARD**

**MAY 2020**

Fiscal year runs from July 1-June 30

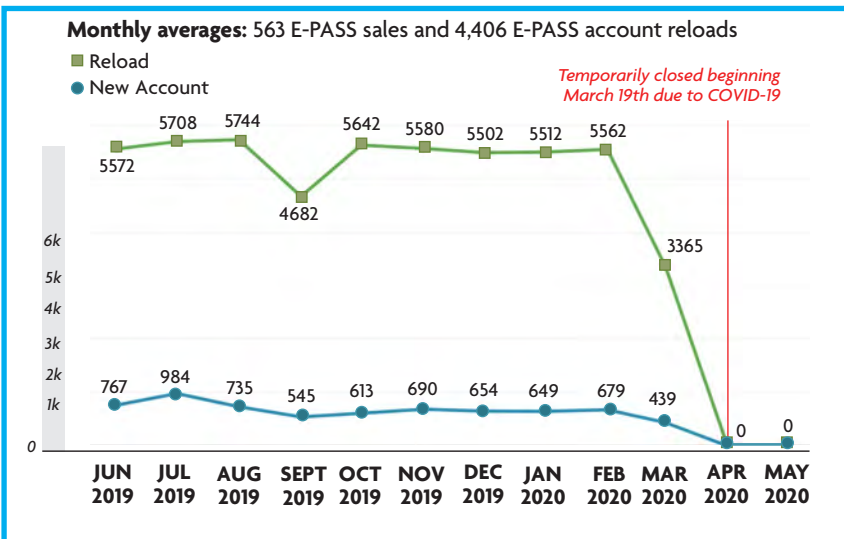
**CUSTOMER SERVICE**



**WRONG WAY DRIVING (WWD)**

| Month                   | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY |
|-------------------------|-----|-----|-----|-----|-----|-----|-----|-----|
| Total Vehicles Detected | 18  | 19  | 9   | 16  | 9   | 15  | 8   | 2   |
| Documented Turn Arouds  | 16  | 15  | 7   | 14  | 9   | 15  | 7   | 2   |

**RELOAD CUSTOMER SERVICE LANE ACTIVITY**



**PROGRESS OF MAJOR CONSTRUCTION PROJECTS**

|  | Contract (millions) | Spent (millions) | % Time | % Spent | VAR    | Contract Completion Date |
|--|---------------------|------------------|--------|---------|--------|--------------------------|
| SR 429 Stonybrook West Interchange                   | \$10.8              | \$4.6            | 44%    | 43%     | Green  | Nov. 2020                |
| SR 528 / SR 436 Interchange Improvements             | \$106.5             | \$1.5            | 0%     | 1%      | Green  | Dec. 2022                |
| SR 417 Widening from Econlockhatchee to Seminole Co. | \$44.8              | \$41.3           | 90%    | 92%     | Green  | Aug 2020                 |
| Toll System Replacement                              | \$54.4              | \$32.9           | 81%    | 61%     | Yellow | July 2021                |

LEGEND: % Time - % Spent ≤ 10 Green 11-20 Yellow ≥ 21 Red

**FINANCIALS**

**FINANCIALS**

| FY to Date    | Actual  | Budget  | VAR |
|---------------|---------|---------|-----|
| Total Revenue | \$439.1 | \$460.5 | -5% |
| OM&A Expenses | \$76.6  | \$83.2  | 8%  |
| Net Revenue   | \$177.8 | \$192.2 | -7% |

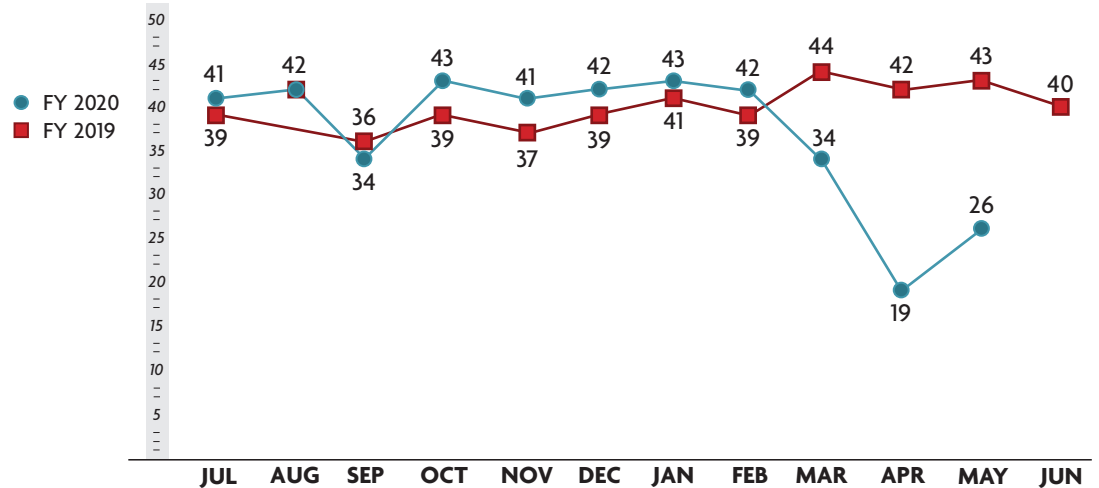
LEGEND: >= 0 Green -0.1 to -10 Yellow </- 10 Red

**DEBT SERVICE**

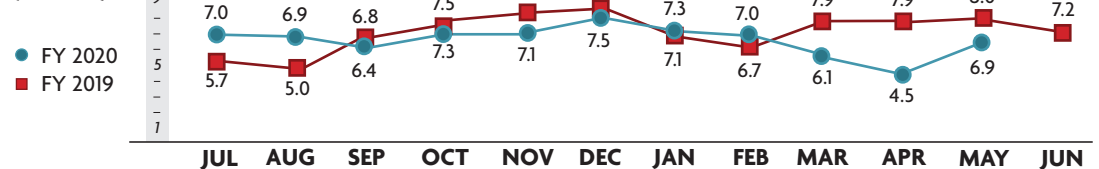
| FY to Date       | Actual | Budget |
|------------------|--------|--------|
| Senior Lien      | 1.84   | 2.07   |
| Subordinate Lien | 1.78   | 2.00   |

LEGEND: >1.45 Green >1.21 to 1.44 Yellow </= 1.2 Red

**TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)**



**UNPAID IN LANE TRANSACTIONS (millions)**



\*All Plazas had tolls suspended in FY20 due to Hurricane Dorian from the afternoon of 9/1/19 through 9/5/19.

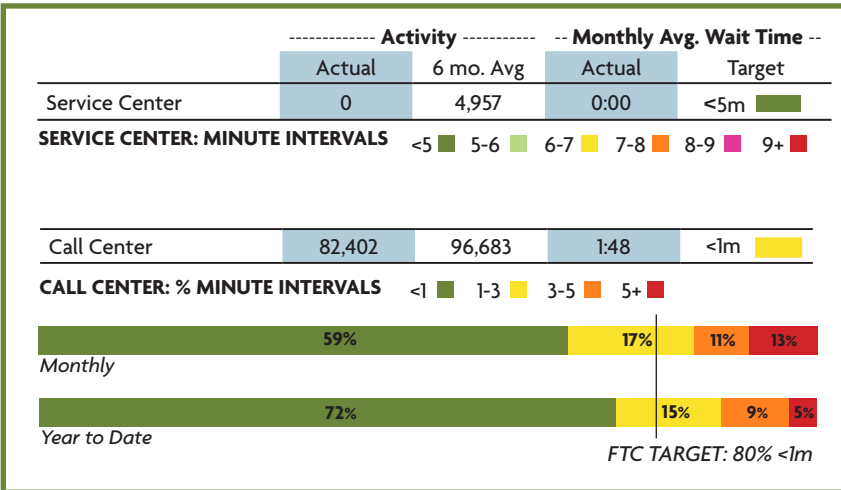


**PERFORMANCE DASHBOARD**

**JUNE 2020**

Fiscal year runs from July 1-June 30

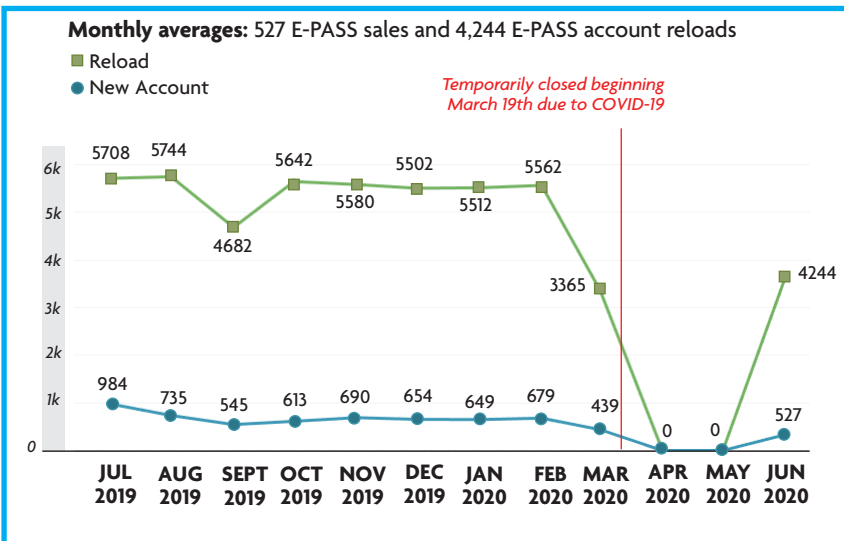
**CUSTOMER SERVICE**



**WRONG WAY DRIVING (WWD)**

| Month                   | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE |
|-------------------------|-----|-----|-----|-----|-----|-----|-----|------|
| Total Vehicles Detected | 19  | 9   | 16  | 9   | 15  | 8   | 2   | 10   |
| Documented Turn Arouds  | 15  | 7   | 14  | 9   | 15  | 7   | 2   | 9    |

**RELOAD CUSTOMER SERVICE LANE ACTIVITY**



**PROGRESS OF MAJOR CONSTRUCTION PROJECTS**

|  | Contract (millions) | Spent (millions) | % Time | % Spent | VAR | Contract Completion Date |
|--|---------------------|------------------|--------|---------|-----|--------------------------|
| SR 429 Stoneybrook West Interchange                  | \$10.8              | \$6.2            | 56%    | 57%     |     | Nov. 2020                |
| SR 528 / SR 436 Interchange Improvements             | \$106.5             | \$7.9            | 0%     | 7%      |     | Dec. 2022                |
| SR 417 Widening from Econlockhatchee to Seminole Co. | \$44.8              | \$41.4           | 95%    | 91%     |     | Aug 2020                 |

LEGEND: % Time - % Spent ≤ 10 11-20 ≥ 21

|                         | Contract (millions) | Spent (millions) | Lanes Complete 214/415 | Lanes Goal | VAR | Lanes Completion Date |
|-------------------------|---------------------|------------------|------------------------|------------|-----|-----------------------|
| Toll System Replacement | \$54.4              | \$33.1           | 52%                    | 53%        |     | March 2021            |

LEGEND: % Lanes Complete - % Lanes Goal >/= 0 -0.1 to -10 < -10

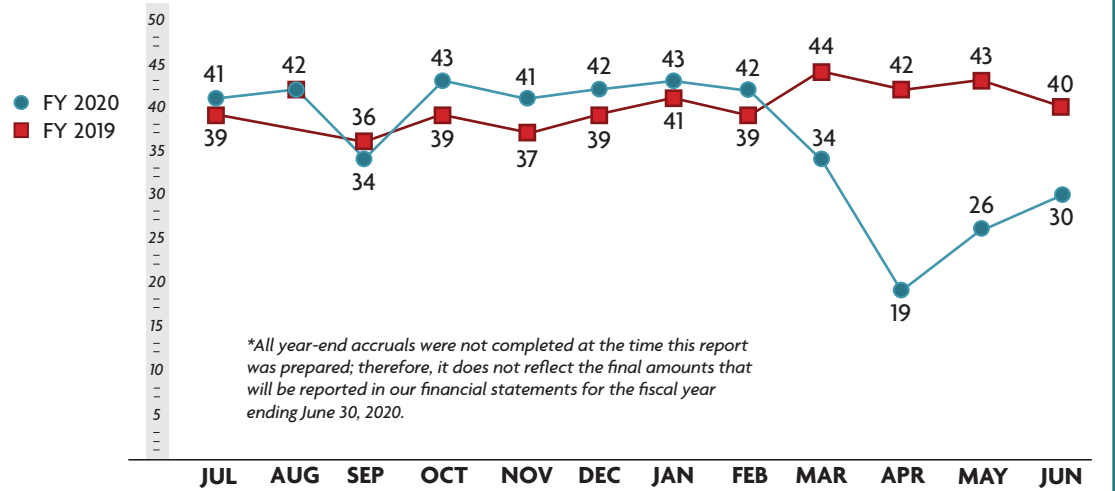
**FINANCIALS**

| FINANCIALS    |         |         |     | DEBT SERVICE     |        |        |
|---------------|---------|---------|-----|------------------|--------|--------|
| FY to Date    | Actual  | Budget  | VAR | FY to Date       | Actual | Budget |
| Total Revenue | \$472.2 | \$502.0 | -6% | Senior Lien      | 1.99   | 2.07   |
| OM&A Expenses | \$89.1  | \$101.1 | 12% | Subordinate Lien | 1.92   | 2.00   |
| Net Revenue   | \$180.2 | \$197.0 | -9% |                  |        |        |

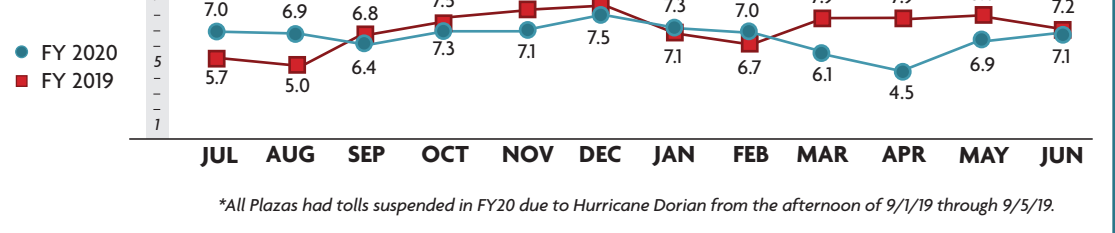
LEGEND: >/= 0 -0.1 to -10 < -10

LEGEND: >1.45 >1.21 to 1.44 </= 1.2

**TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)**



**UNPAID IN LANE TRANSACTIONS (millions)**

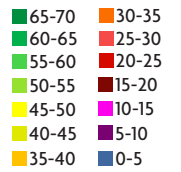


# TRAFFIC CONGESTION HEAT MAPS

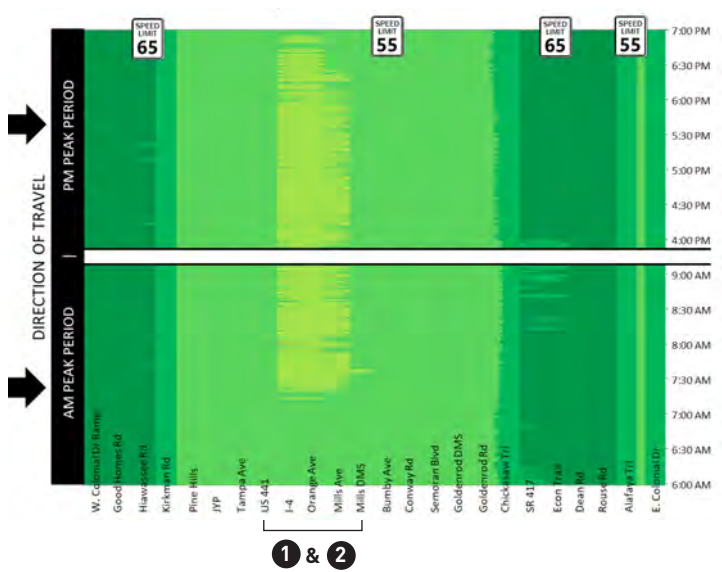
A Quarterly Update

April - June 2020

**Map Scale in  
Miles Per Hour**



**TOLL**  
**408** SR 408  
Eastbound

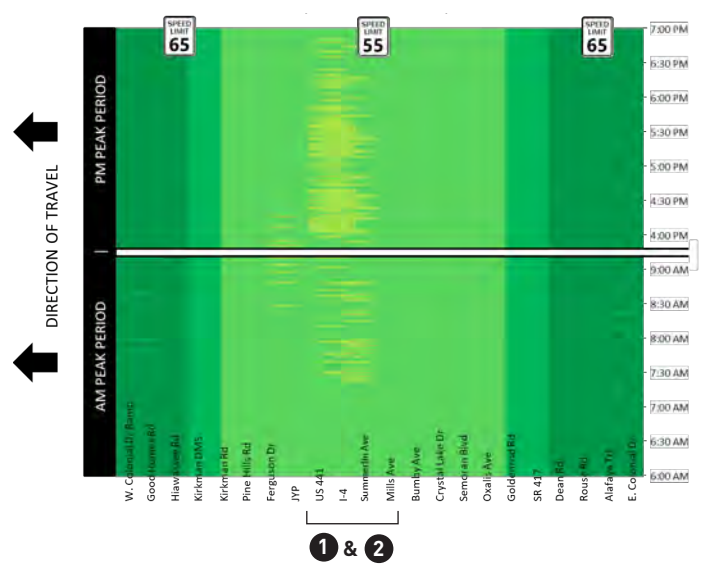


1 & 2

**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.

**TOLL**  
**408** SR 408  
Westbound

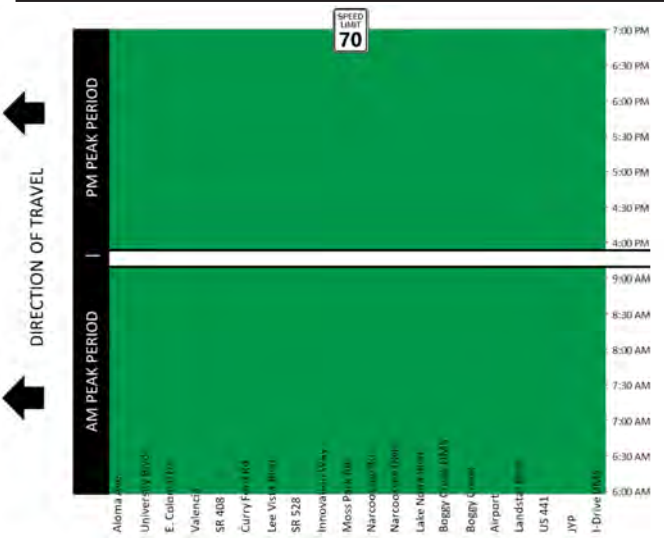


1 & 2

**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.

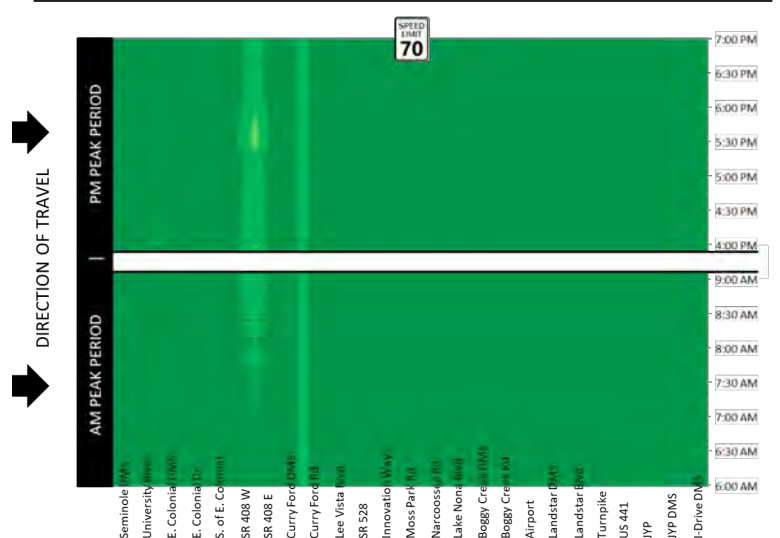
**TOLL**  
**417** SR 417  
Northbound



**Projects:**

No recurring congestion reported.

**TOLL**  
**417** SR 417  
Southbound



1

**Projects:**

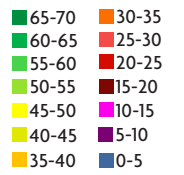
- Construction underway – SR 408 / SR 417 interchange improvements. Completion 2020.

# TRAFFIC CONGESTION HEAT MAPS

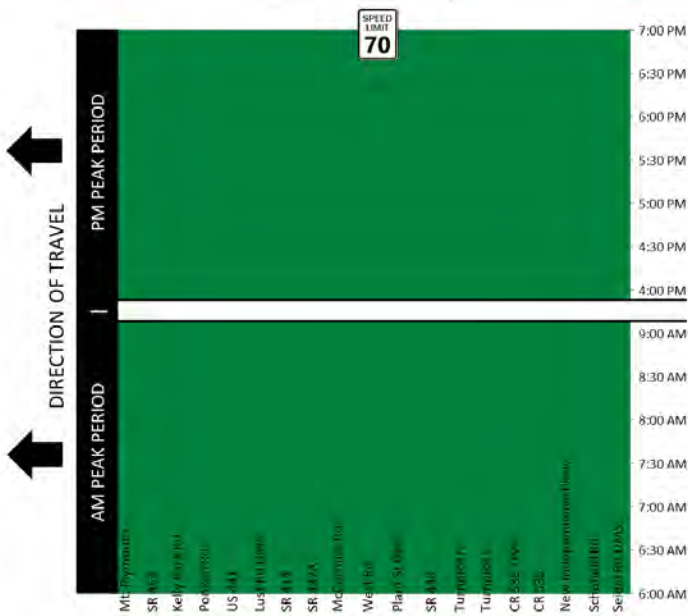
A Quarterly Update

April - June 2020

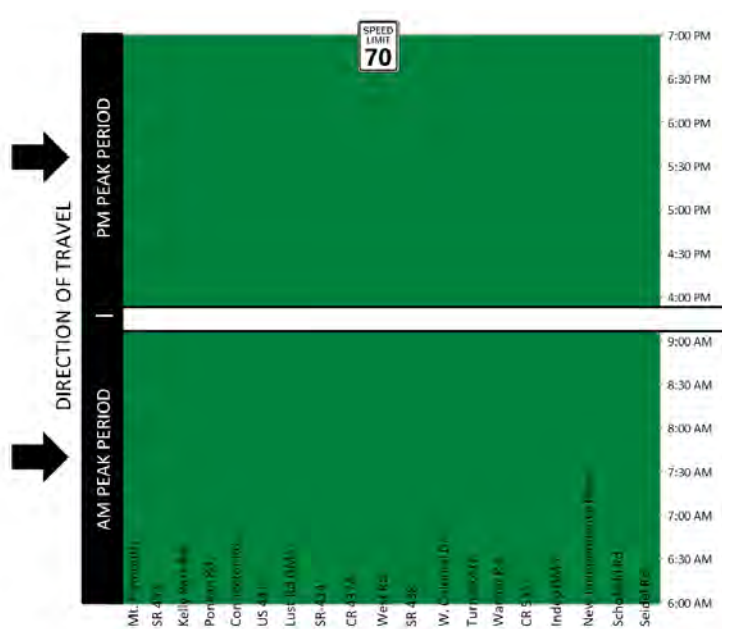
**Map Scale in Miles Per Hour**



**SR 429 Northbound**



**SR 429 Southbound**



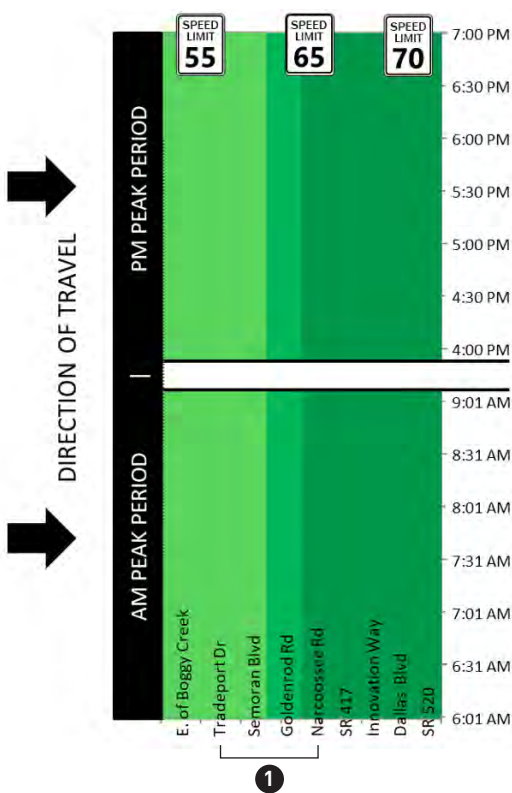
**Projects:**

No reoccurring congestion reported.

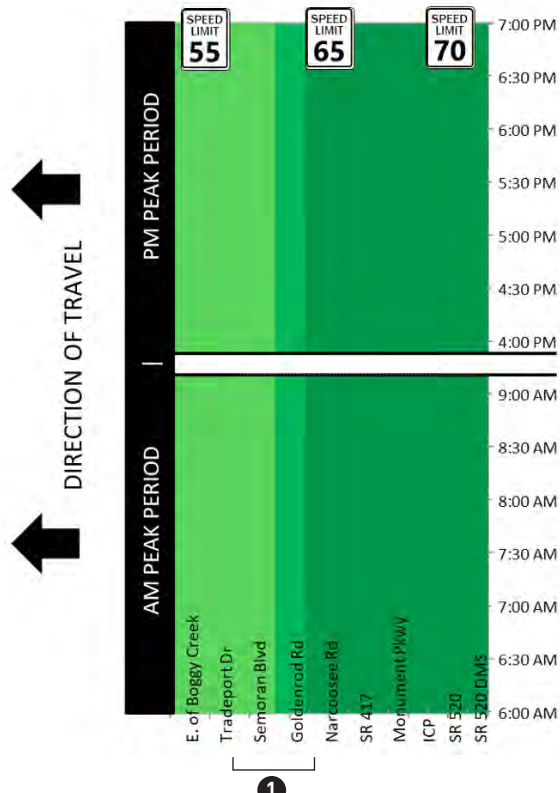
**Projects:**

No reoccurring congestion reported.

**SR 528 Eastbound**



**SR 528 Westbound**



**Projects:**

1. Construction underway – widen SR 528 from Semoran Boulevard to Goldenrod Road. Construction completion 2022.

**Projects:**

1. Construction underway – widen SR 528 from Semoran Boulevard to Goldenrod Road. Construction completion 2022.

**F. 1.**





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AUTHORITY

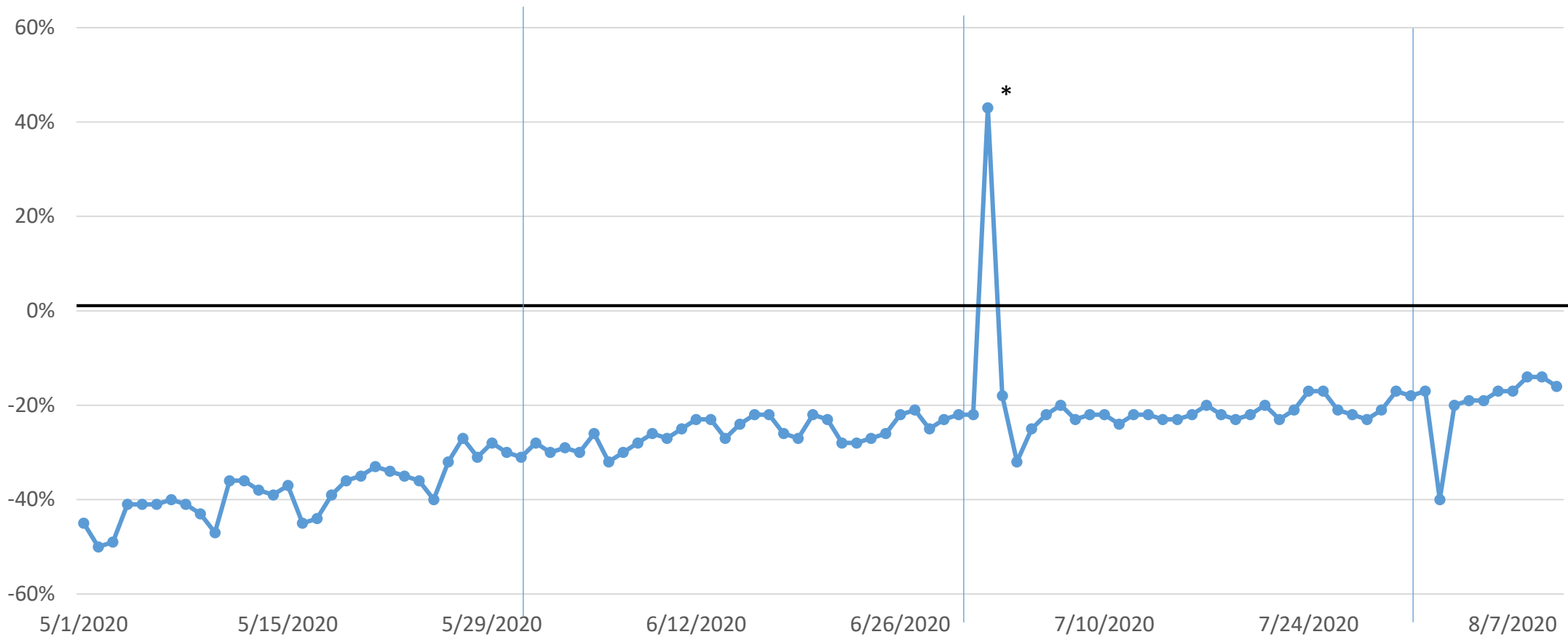


**MONTHLY COVID-19 FINANCIAL ASSESSMENT**

Lisa Lombard, Chief Financial Officer

— August 13, 2020 —

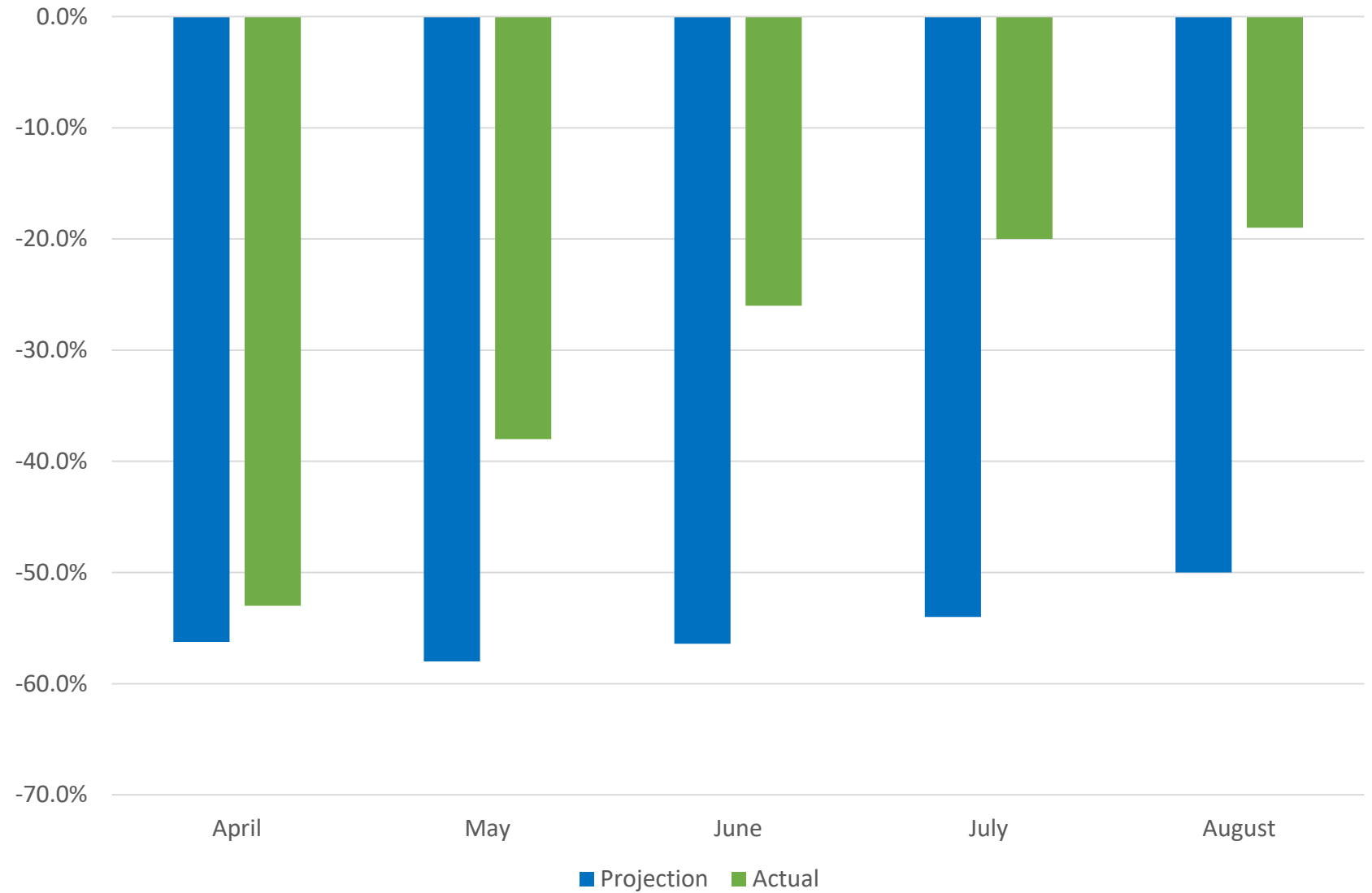
# Daily Revenue Variance Over Prior Year



\*Daily variance is based on day of the week. Thursday, July 2, 2020 corresponds with Thursday, July 4, 2019.

Note: Actual holiday revenue on July 4, 2020 was down 17% from July 4, 2019.

# COVID Impact by Month



\*Through 08.11.2020

# Strengths

771 days cash on hand

\*as of 08-07-2020

Reserve balance of  
\$169,945,571

\*as of 08.07.2020

Construction fund cash  
balance is \$430,091,943

- Amount available for  
Construction Projects  
\$169,530,721

\*as of 08.07.2020



# Construction Fund Allocation

As of August 2020

- Dynamic Message Sign Replacements
- Renovation of E-PASS Service Center
- SR 408 Aesthetic Coatings
- SR 429 Pavement Repair
- SR 408 Widening – SR 417 to Alafaya Trail
- SR 408/SR 417 Interchange Improvements
- SR 417 Widening – Econlockhatchee Trail to Seminole County Line
- Guide Sign Replacement
- SR 417 Widening – International Drive to John Young Parkway
- Supplemental Data Collection Sensor and CCTV Deployment
- SR 414 and SR 528 Milling and Resurfacing
- Systemwide Pay By Plate Signage
- SR 429/New Independence Parkway Interchange Improvements
- SR 528/SR 436 Interchange Improvements
- SR 429/Stoneybrook West Parkway Interchange
- SR 408/Mills Avenue Exit Ramp Improvements
- Toll System Upgrade
- SR 417 and SR 528 Expansion and Repair of Pond and Replacement of Guardrail



**Estimated  
Budget vs  
Actual**

|                                 | <u>FY 2020 Budget</u> | <u>FY 2020 Preliminary Actual*</u> | <u>FY 2020 % Variance</u> |
|---------------------------------|-----------------------|------------------------------------|---------------------------|
| Total Revenues                  | \$501,978,606         | \$472,192,372                      | -5.9%                     |
| Total OM&A Expenses             | 101,106,222           | 93,547,012                         | 7.5%                      |
| Net Revenues After Debt Service | 196,983,771           | 175,748,239                        | -10.8%                    |
| Work Plan Expenses              | 307,128,000           | 253,092,840                        | 82.4%                     |

\*As of 08.10.2020  
 These numbers are preliminary. June is the last month of the fiscal year and all expenses or revenues may not have been accrued yet.

Estimated  
Budget vs  
Actual

|                                    | <u>FY 2021 Year-to-<br/>Date Budget</u> | <u>FY 2021 Year-<br/>to-Date Actual</u> | <u>FY 2021<br/>Year-to-<br/>Date %<br/>Variance</u> |
|------------------------------------|---|---|---|
| Total Revenues                     | \$20,756,500                            | \$35,833,648                            | 72.6%   |
| Total OM&A Expenses                | 3,670,242                               | 3,280,158                               | 10.6%   |
| Net Revenues After<br>Debt Service | -1,262,559                              | 14,253,490                              | 1228.9%   |
| Work Plan Expenses                 | 262,658,000                             | 439,030                                 | 0.1%  |

\*As of 07.31.2020

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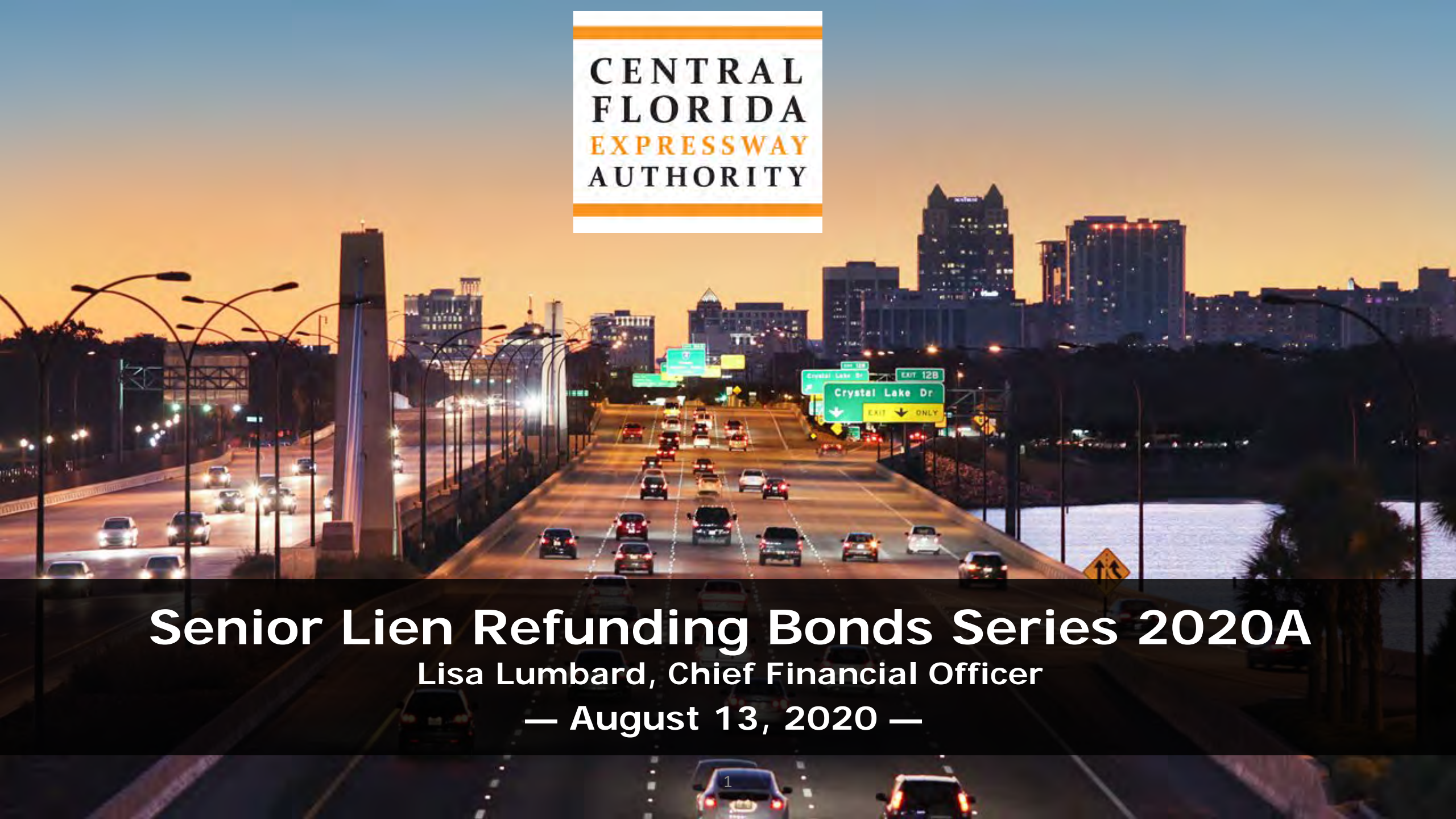




**F. 2.**



**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**



**Senior Lien Refunding Bonds Series 2020A**

**Lisa Lombard, Chief Financial Officer**

**— August 13, 2020 —**

# Debt Summary

## Outstanding Principal as of July 15, 2020

| Series                               | Original Principal   | Outstanding Principal  | Final Maturity         | Type            |
|--------------------------------------|----------------------|------------------------|------------------------|-----------------|
| <b>Fixed Rate Debt - Senior Lien</b> |                      |                        |                        |                 |
| 2010B                                | 201,125,000          | 53,880,000             | 7/1/2021               | Natural Fixed   |
| 2012                                 | 201,925,000          | 109,740,000            | 7/1/2025               | Natural Fixed   |
| 2013A                                | 242,320,000          | 242,320,000            | 7/1/2035               | Natural Fixed   |
| 2013B                                | 174,315,000          | 95,095,000             | 7/1/2025               | Natural Fixed   |
| 2013C                                | 107,125,000          | 101,855,000            | 7/1/2032               | Natural Fixed   |
| 2016A                                | 151,695,000          | 148,700,000            | 7/1/2037               | Natural Fixed   |
| 2016B                                | 631,330,000          | 620,030,000            | 7/1/2040               | Natural Fixed   |
| 2017                                 | 341,210,000          | 338,630,000            | 7/1/2042               | Natural Fixed   |
| 2018                                 | 221,045,000          | 215,520,000            | 7/1/2048               | Natural Fixed   |
| 2019A                                | 129,550,000          | 128,370,000            | 7/1/2049               | Natural Fixed   |
| 2019B                                | 441,390,000          | 437,485,000            | 7/1/2049               | Natural Fixed   |
| <b>Fixed Rate Debt - Junior Lien</b> |                      |                        |                        |                 |
| 2012A                                | 59,060,000           | 35,780,000             | 7/1/2025               | Natural Fixed   |
| TIFIA Loan                           | 193,695,000          | 193,695,000            | 7/1/2049               | Natural Fixed   |
| <b>SUBTOTAL</b>                      | <b>3,095,785,000</b> | <b>\$2,721,100,000</b> | <b>% of Total Debt</b> | <b>84.65%</b>   |
| <b>Synthetic Fixed Rate Debt</b>     |                      |                        |                        |                 |
| 2008B-1                              | 131,025,000          | 129,560,000            | 7/1/2040               | Synthetic Fixed |
| 2008B-2                              | 118,500,000          | 117,090,000            | 7/1/2040               | Synthetic Fixed |
| 2008B-3                              | 149,760,000          | 148,120,000            | 7/1/2040               | Synthetic Fixed |
| 2008B-4                              | 99,820,000           | 98,720,000             | 7/1/2040               | Synthetic Fixed |
| <b>SUBTOTAL</b>                      | <b>499,105,000</b>   | <b>\$493,490,000</b>   | <b>% of Total Debt</b> | <b>15.35%</b>   |
| <b>TOTAL</b>                         | <b>3,594,890,000</b> | <b>\$3,214,590,000</b> |                        |                 |

# Refunding Opportunities

The overview of refunding opportunities is focused on bonds with call dates within the next 3 years.

## Current Outstanding Debt

| Series                               | Original Principal   | Outstanding Principal | Final Maturity | Next Call Date |
|--------------------------------------|----------------------|-----------------------|----------------|----------------|
| <b>Fixed Rate Debt - Senior Lien</b> |                      |                       |                |                |
| 2010B                                | 201,125,000          | 53,880,000            | 7/1/2021       | Current        |
| 2012                                 | 201,925,000          | 109,740,000           | 7/1/2025       | 7/1/2022       |
| 2013A                                | 242,320,000          | 242,320,000           | 7/1/2035       | 7/1/2023       |
| 2013B                                | 174,315,000          | 95,095,000            | 7/1/2025       | 7/1/2023       |
| 2013C                                | 107,125,000          | 101,855,000           | 7/1/2032       | Current        |
| 2016A                                | 151,695,000          | 148,700,000           | 7/1/2037       | 7/1/2026       |
| 2016B                                | 631,330,000          | 620,030,000           | 7/1/2040       | 7/1/2026       |
| 2017                                 | 341,210,000          | 338,630,000           | 7/1/2042       | 7/1/2027       |
| 2018                                 | 221,045,000          | 215,520,000           | 7/1/2048       | 7/1/2028       |
| 2019A                                | 129,550,000          | 128,370,000           | 7/1/2049       | 7/1/2029       |
| 2019B                                | 441,390,000          | 437,485,000           | 7/1/2049       | 7/1/2029       |
| <b>Total</b>                         | <b>2,843,030,000</b> | <b>2,491,625,000</b>  |                |                |

Note: Does not include synthetic fixed rate debt.





| Schedule of Floating Rate Note Providers |         |               |         |                  |               |
|--|---------|---------------|---------|------------------|---------------|
| Provider                                 | Series  | Par           | Product | \$               | Expiration    |
| BAML                                     | 2008B-1 | \$130,135,000 | FRN     | SIFMA + 56 bps   | November 2022 |
| RBC Capital Markets                      | 2008B-2 | \$117,685,000 | FRN     | SIFMA + 58 bps   | July 2023     |
| BAML                                     | 2008B-3 | \$148,790,000 | FRN     | SIFMA + 46 bps   | October 2021  |
| Wells Fargo                              | 2008B-4 | \$99,165,000  | FRN     | SIFMA + 53.5 bps | January 2022  |

The current estimated cost to terminate all swaps is approximately \$233 million

# 2010B and 2013C Refunding Opportunity

Due to the size and tenor of the outstanding bonds, utilizing directly placed bank loans is advantageous.

- 2010B Bonds: Outstanding par amount of \$53,880,000
- 2013C Bank Loan: Outstanding par amount of \$101,885,000

# Timeline of Refunding Opportunity



# Finance Committee Recommendation

Place both loans with Truist as a single refunding bond (1.54%)

- The interest rate is locked for 45 days and not subject to market movement
- Anticipated closing date of August 18, 2020
- **NPV savings of \$10.95MM (7.03%)**

# Recommended Motion

Approval of the Twenty-Sixth Supplemental Revenue Bond Resolution authorizing the issuance of up to \$157,000,000 of Senior Lien Refunding Revenue Bonds Series 2020A and authorizing the forms of certain documents and agreements related to the Series 2020A Bonds.

CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY



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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

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Twenty-Sixth Supplemental Revenue Bond  
Resolution Authorizing the Issuance of:

Senior Lien Refunding Revenue Bonds, Series 2020A

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Adopted on August 13, 2020

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## TWENTY-SIXTH SUPPLEMENTAL REVENUE BOND RESOLUTION

THIS TWENTY-SIXTH SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE MASTER BOND RESOLUTION OF THE AUTHORITY ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$157,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SENIOR LIEN REFUNDING REVENUE BONDS, SERIES 2020A FOR THE PURPOSES OF CURRENTLY REFUNDING THE AUTHORITY'S OUTSTANDING SERIES 2010B BONDS AND 2013C BONDS AND PAYING CERTAIN COSTS OF ISSUANCE IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; DELEGATING AUTHORITY AND ESTABLISHING CRITERIA FOR DETERMINING THE DATE, INTEREST RATES, INTEREST PAYMENT DATES, PRINCIPAL AMOUNTS, PROVISIONS FOR REDEMPTION AND MATURITY SCHEDULES FOR SUCH BONDS; AUTHORIZING THE SALE OF SAID BONDS ON A NEGOTIATED, PRIVATE PLACEMENT BASIS TO STI INSTITUTIONAL & GOVERNMENT, INC., AN AFFILIATE OF TRUIST BANK AND APPROVING THE CONDITIONS AND CRITERIA FOR SUCH SALE; APPROVING THE TERM SHEET WITH STI INSTITUTIONAL & GOVERNMENT, INC., AN AFFILIATE OF TRUIST BANK AND DELEGATING AUTHORITY TO PREPARE, NEGOTIATE AND EXECUTE A PLACEMENT AGREEMENT WITH RESPECT TO THE SALE OF SAID BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPOINTING A TRUSTEE, PAYING AGENT, AND REGISTRAR; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on February 3, 2003, the Central Florida Expressway Authority (the "Authority") adopted that certain Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds, as amended and supplemented from time to time (the "Master Bond Resolution"); and

**WHEREAS**, the Authority desires to supplement the Master Bond Resolution to authorize the issuance of its Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2020A (the "Series 2020A Bonds") as a Series of Bonds under the



Master Bond Resolution, the proceeds of which will be used to: (a) currently refund the Authority's Outstanding Refunding Revenue Bonds, Series 2010B and its Outstanding Refunding Revenue Bonds, Series 2013C (collectively, the "Refunded Bonds"), and (b) pay certain costs in connection with the issuance of the Series 2020A Bonds; and

**WHEREAS**, the Authority has competitively solicited offers from banks and financial institutions to purchase the Series 2020A Bonds from the Authority on a negotiated, private placement basis and has determined to select STI Institutional & Government, Inc., an affiliate of Truist Bank (as defined herein, the "Lender") as the best offer, based on the terms and conditions set forth in the Term Sheet attached hereto as **Exhibit "A"** (the "Term Sheet"); and

**WHEREAS**, the Authority desires to delegate authority to certain Authorized Officers to prepare, negotiate and execute a Placement Agreement with the Lender in accordance with the Term Sheet and this Resolution which will govern the terms and provisions of the Series 2020A Bonds during the period that they are held by the Lender; and

**WHEREAS**, the Authority further desires to approve the form of and authorize the execution and delivery of a Trustee, Paying Agent and Registrar Agreement substantially in the form attached hereto as **Exhibit "B"**; and

**WHEREAS**, the Authority further desires to set forth certain terms and provisions for the Series 2020A Bonds and to provide certain further matters related to the authorization, sale, issuance and delivery of the Series 2020A Bonds and other matters related thereto;

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:**

**ARTICLE I  
AUTHORITY AND DEFINITIONS**

SECTION 1.01. Authority for this Resolution. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority enabling legislation, codified as Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the "Act") and the Master Bond Resolution.

SECTION 1.02. Definitions. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 1.2 of the Master Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. "2020A Cost of Issuance Account" means the subaccount described in Section 7.01 hereof.

B. "Bond Counsel's Opinion" means a written opinion of an attorney or firm of attorneys selected by the Authority which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

C. "Finance Committee" means the Finance Committee of the Authority.

D. “Financial Advisor” means PFM Financial Advisors LLC.

E. “Lender” shall mean the bank or financial institution that is the Holder of the Series 2020A Bonds. Initially, the Lender shall be STI Institutional & Government, Inc., an affiliate of Truist Bank

F. “Maturity Date” means the final maturity date of the Series 2020A Bonds which shall be on or before July 1, 2032.

G. “Placement Agreement” shall mean that certain Placement Agreement between the Lender and the Authority with respect to the Series 2020A Bonds.

H. “Refunded Bonds” means collectively, the Authority’s Outstanding Refunding Revenue Bonds, Series 2010B and its Outstanding Refunding Revenue Bonds, Series 2013C.

I. “Secretary” means the Secretary or any Assistant Secretary of the Authority.

J. “Series 2020A Bonds” means the Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2020A authorized pursuant to this Resolution.

K. “Term Sheet” means the Term Sheet attached hereto as **Exhibit “A”** which has been provided by the Lender to the Authority in connection with the Lender’s offer to purchase the Series 2020A Bonds.

## **ARTICLE II FINDINGS**

SECTION 2.01. Findings. The Authority hereby finds, determines and declares as follows:

A. This Resolution supplements the Master Bond Resolution.

B. The Authority owns, operates and derives revenues from the Expressway System.

C. It is necessary, desirable, convenient and in the best interest of the Authority that the Authority issue the Series 2020A Bonds for the valid public purposes set forth in this Resolution.

D. Upon the issuance thereof, the Series 2020A Bonds shall constitute senior lien Bonds under the Master Bond Resolution and shall be entitled to all the security and benefits thereof.

E. Because of the characteristics of the Series 2020A Bonds, and the current and potential volatility of the market for municipal obligations such as the Series 2020A Bonds, it is in the best interest of the Authority, upon the satisfaction of the terms and conditions set forth herein, to sell the Series 2020A Bonds to the Lender by negotiated private placement.

F. Prior to the sale of the Series 2020A Bonds, the Lender will provide the Authority with a disclosure statement containing the information required by Section 218.385(6), Florida

Statutes, and a truth-in-bonding statement in accordance with Section 218.385, Florida Statutes. The Lender shall also provide an Investor's Letter.

### **ARTICLE III CONTRACTUAL OBLIGATION**

In consideration of the acceptance of the Series 2020A Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Master Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Authority and the registered Holders of the Series 2020A Bonds. The covenants and agreements set forth herein and in the Master Bond Resolution to be performed by the Authority shall be of equal rank with the Outstanding Bonds, or any Parity Bonds hereafter issued and Qualified Swap Payments related to any Bonds issued under the Master Bond Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Bond Resolution shall be fully applicable to the Series 2020A Bonds as if originally issued thereunder, except as otherwise specifically provided herein.

### **ARTICLE IV AUTHORIZATION AND ISSUANCE OF SERIES 2020A BONDS**

SECTION 4.01. Authorization of Issuance and General Description of Series 2020A Bonds.

A. Subject and pursuant to the provisions hereof and of the Master Bond Resolution, the Series 2020A Bonds to be known as the "Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2020A" are hereby authorized to be issued in one or more subseries in the aggregate principal amount of not to exceed \$157,000,000, or such lesser amount as may be approved by the Chairman or Vice Chairman of the Authority for the purposes of: (a) currently refunding the Authority's Outstanding Refunding Revenue Bonds, Series 2010B and its Outstanding Refunding Revenue Bonds, Series 2013C, and (b) paying the costs of issuance of the Series 2020A Bonds.

B. The Series 2020A Bonds shall be issued as fixed rate Bonds in accordance with the terms and provisions set forth in the Placement Agreement.

C. The Debt Service Reserve Requirement with respect to the Series 2020A Bonds shall be \$0.

SECTION 4.02. Denominations, Numbers, Letters. The Series 2020A Bonds shall be issued solely in the form of fully registered bonds in the denomination of \$250,000, and \$5,000 increments in excess thereof. The Series 2020A Bonds shall be numbered consecutively from 1 upward with the letter "R" and the series designation prefixed to the number.

SECTION 4.03. Place of Payment; Trustee, Paying Agent and Registrar.

A. The principal of, premium, if any, and interest on the Series 2020A Bonds shall be payable without presentment, provided however, that upon final maturity or repayment in full

of the Series 2020 Bonds, they shall be promptly marked cancelled and returned to the corporate trust operations office in Minneapolis, Minnesota of Wells Fargo Bank, National Association or its successors or assigns, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2020A Bonds. The principal and prepayment price, if any, of each Series 2020A Bond shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Master Bond Resolution and, during any period that the Lender is the Holder of the Series 2020A Bonds, as provided in the Placement Agreement. Unless otherwise provided in the Placement Agreement, interest on the Series 2020A Bonds shall be paid by wire or other form of electronic payment or funds transfer reasonably acceptable to the Lender drawn upon the Paying Agent and transmitted to the registered Holders of the Series 2020A Bonds at the addresses as they appear on the registration books maintained by the Trustee, as Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2020A Bonds subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Holders in whose names such Series 2020A Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holders of such Series 2020A Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Holders in whose names the Series 2020A Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

B. If the date for payment of the principal of, premium, if any, or interest on the Series 2020A Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day shall have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

C. Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, so long as the Lender is the registered Holder of all of the Series 2020A Bonds, the Authority and the Lender may mutually agree on a payment method provided for in the Placement Agreement.

#### SECTION 4.04. Registration and Exchange.

A. The registration of any Series 2020A Bond may be transferred upon the registration books as provided in the Master Bond Resolution. In all cases of a transfer of a Series 2020A Bond, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Series 2020A Bond or Bonds of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. The Authority and the Registrar may charge the registered owner for the registration of every transfer or exchange of a Series 2020A Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any

such transfer or exchange, and may require that such amounts be paid before any such new Series 2020A Bond shall be delivered.

B. The Authority and the Trustee, Paying Agent and Registrar may deem and treat the registered Holder of any Series 2020A Bond as the absolute Holder of such Series 2020A Bond for the purpose of receiving payment of the principal thereof and the interest and premiums, if any, thereon. Series 2020A Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2020A Bonds, of other authorized denominations of the same Series and maturity.

SECTION 4.05. Terms of Series 2020A Bonds. The Series 2020A Bonds shall be dated the date of delivery thereof, shall mature on the Maturity Date, shall bear interest payable from such date, payable semiannually on January 1 and July 1 of each year, commencing on the date provided for in the Placement Agreement, at the rates and shall be subject to prepayment in whole or in part, all as set forth and provided for in the Placement Agreement.

SECTION 4.06. Source of Payment.

A. The scheduled payment of principal of, interest on and redemption premium, if any, with respect to the Series 2020A Bonds and all other payments required pursuant to the terms of the Master Bond Resolution and the terms hereof will be payable solely from the System Pledged Revenues, on a parity with any Bonds issued under the Master Bond Resolution whether currently Outstanding or hereinafter issued and any Qualified Swap Payments related to such Bonds, if any.

B. THE SERIES 2020A BONDS WILL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF BREVARD COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), THE AUTHORITY OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2020A BONDS AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE COUNTIES, THE CITY, OR THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF OR THE TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2020A BONDS OR ANY PREMIUM OR INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2020A BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTIES, THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST OR PREMIUM DUE THEREON,

AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2020A BONDS EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE MASTER BOND RESOLUTION.

C. No recourse shall be had for the payment of the principal of or premium or interest on the Series 2020A Bonds or for any claim based thereon or on the Master Bond Resolution or this Resolution or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Series 2020A Bonds and nothing in the Series 2020A Bonds, the Master Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of the Authority, the Counties, the City or other person executing the Series 2020A Bonds.

SECTION 4.07. Application of Proceeds of Series 2020A Bonds. The proceeds of the Series 2020A Bonds shall be applied simultaneously with the delivery of such Bonds for the purposes described in this Resolution and pursuant to a certificate of an Authorized Officer or a closing memorandum executed in connection with the issuance and delivery of the Series 2020A Bonds.

SECTION 4.08. Form of Series 2020A Bonds. Subject to the provisions of the Master Bond Resolution, the Series 2020A Bonds and the Registrar's certificate of authentication with respect thereto shall be in substantially the form set forth in the Master Bond Resolution, with such insertions or omissions, endorsements and variations as may be necessary and appropriate to reflect the terms of the Series 2020A Bonds set forth in the Placement Agreement, and as may be permitted by the Master Bond Resolution and the Act, and approved by the Chairman or Vice Chairman of the Authority, execution and delivery of the Series 2020A Bonds to be conclusive evidence of such approval.

## ARTICLE V SALE AND PURCHASE OF BONDS

SECTION 5.01 Approval of Term Sheet; Delegation of Authority to Negotiate, Complete and Execute the Placement Agreement. The Term Sheet attached hereto as **Exhibit "A"** is hereby approved. The Chairman, Vice Chairman or other Authorized Officers of the Authority are hereby delegated authority to prepare, negotiate and execute a Placement Agreement with the Lender in compliance with the terms set forth in the Term Sheet and in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman or other Authorized Officer is hereby authorized to execute the Placement Agreement.

SECTION 5.02. Trustee, Paying Agent and Registrar Agreement. The form of the Trustee, Paying Agent and Registrar Agreement attached hereto as **Exhibit "B"** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Trustee, Paying Agent and Registrar Agreement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman or Vice

Chairman is hereby authorized to execute the Trustee, Paying Agent and Registrar Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution. Wells Fargo Bank, National Association is hereby designated as the initial Trustee, Paying Agent and Registrar under the Trustee, Paying Agent and Registrar Agreement and shall serve until it resigns or is removed and a successor Trustee, Paying Agent and Registrar is appointed for the Series 2020A Bonds as provided in the Trustee, Paying Agent and Registrar Agreement. The Chairman, Vice Chairman or other Authorized Officer is authorized to approve the form of and to execute on behalf of the Authority the Trustee, Paying Agent and Registrar Agreement required by this Section 5.02.

## **ARTICLE VI TAX COMPLIANCE AND REBATE PROVISIONS**

SECTION 6.01. The 2020A Rebate Fund. There is hereby created and established a fund to be known as the “Central Florida Expressway Authority Senior Lien Revenue Bonds, Series 2020A Rebate Fund” (hereinafter referred to as the “2020A Rebate Fund”). The 2020A Rebate Fund shall be maintained with the Paying Agent and shall be kept separate and apart from all other funds of the Authority, and used for the purpose and in the manner provided in this Section, and shall be and constitute a trust fund for such purposes. The Bonds, including any Additional Bonds or Refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the 2020A Rebate Fund and the moneys in the 2020A Rebate Fund shall be available for use only as herein provided. The Authority shall use moneys deposited in the 2020A Rebate Fund only for the payment of the Rebate Amount with respect to the Series 2020A Bonds to the United States. Funds on deposit in the 2020A Rebate Fund in excess of the Rebate Amount, however, may be withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon Bond Counsel’s Opinion with respect thereto.

If any amount shall remain in the 2020A Rebate Fund after payment in full of all Series 2020A Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amount shall be available to the Authority for any lawful purpose.

Notwithstanding any other provision of this Resolution or the Master Bond Resolution, including in particular Section 5.1 of the Master Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 6.02 hereof and this Section 6.01 shall survive the defeasance or payment in full of the Series 2020A Bonds.

SECTION 6.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Bond Resolution, the Authority hereby covenants and agrees, for the benefit of the Bondholders from time to time of the Series 2020A Bonds, to comply with the requirements contained in the Code to the extent necessary, and any other requirements which, in Bond Counsel’s Opinion, are necessary to preserve the exclusion of

interest on the Series 2020A Bonds from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 6.03. Amendments to Article VI. Any provision of this Resolution or of the Master Bond Resolution to the contrary notwithstanding, the provisions of this Article VI may be amended from time to time without the consent of the Paying Agent or the Bondholders upon delivery to the Paying Agent of a Bond Counsel's Opinion to the effect that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2020A Bonds.

## **ARTICLE VII ESTABLISHMENT OF CERTAIN ACCOUNTS**

SECTION 7.01. 2020A Cost of Issuance Account. The Authority hereby establishes with the Trustee for the Series 2020A Bonds the "Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2020A Cost of Issuance Account" (the "2020A Cost of Issuance Account") as a separate account under the Master Bond Resolution. Proceeds of the Series 2020A Bonds, and any other monies of the Authority, if any, deposited in the 2020A Cost of Issuance Account shall be used only for the payment of cost of issuance associated with the issuance of the Series 2020A Bonds, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien on charge in favor of the Bondholders and for the further security of such Bondholders. Any funds remaining on deposit in the 2020A Cost of Issuance Account after the payment of all costs of issuance of the Series 2020A Bonds shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Series 2020A Bonds.

SECTION 7.02. Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2020A Bonds, as the Authority may reasonably determine are necessary or desirable.

## **ARTICLE VIII AUTHORIZATION FOR OPTIONAL REDEMPTION OF REFUNDED BONDS**

SECTION 8.01. Authorization for Optional Redemption of Refunded Bonds.

A. Subject and pursuant to the provisions hereof and of the Master Bond Resolution, as supplemented, the current optional redemption of the Refunded Bonds as provided herein is hereby authorized, all pursuant to such terms and conditions as the Chairman or Vice Chairman and Chief Financial Officer shall determine to be in the best interest of the Authority based on, among other things, the advice of the Financial Advisor.

B. The Chairman and Chief Financial Officer of the Authority are each hereby authorized and directed to execute such documents, certificates, instruments and contracts, whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution and the Master Bond Resolution, as supplemented as may be necessary for the full, punctual and complete performance of all terms, conditions, provisions



and covenants herein or therein contained, or otherwise may be necessary or desirable to effectuate the optional redemption of the Outstanding Refunded Bonds. The Chairman or Vice Chairman and the Chief Financial Officer of the Authority are hereby designated as the primary officers of the Authority charged with the responsibility for such optional redemption and are hereby delegated with the authority to determine the timing, amount and other terms of the optional redemption of the Refunded Bonds.

SECTION 8.02. Declaration of Official Intent. The Authority hereby declares its official intent under Treasury Regulation §1.150-2 to reimburse itself from the proceeds of the Series 2020A Bonds for all or a portion of any expenses related to the optional redemption of the Refunded Bonds in the event that the Authority decides to directly pay the same from legally available funds of the Authority.

## **ARTICLE IX TRUSTEE PROVISIONS**

SECTION 9.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its willful misconduct or negligence. Notwithstanding anything to the contrary in the Master Bond Resolution, the Trustee shall not, on behalf of the Lender, exercise remedies upon an Event of Default or failure of the Authority to comply with any covenant, condition or agreement on its part to be observed or performed under the Master Bond Resolution or this Resolution with respect to the Series 2020A Bonds, and the Lender shall be solely responsible for pursuing such remedies on its own behalf that are available to it under the Master Bond Resolution in accordance therewith upon written notice to the Trustee of its intent to do so. In electing to act in lieu of the Trustee, the Lender shall not be deemed to have been granted any rights and remedies in addition to the rights and remedies granted to the Holders of all Outstanding Bonds.

SECTION 9.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Bond Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Bond Resolution except for its own willful misconduct or negligence.

SECTION 9.03. Compensation. The Authority shall, out of System Pledged Revenues, pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

SECTION 9.04. Reliance. The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been

adopted and signed by the proper board or person or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

SECTION 9.05. Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Bond Resolution by notice, in writing, to be given to the Authority not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 9.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

SECTION 9.06. Removal. The Trustee may be removed at any time by the Authority.

SECTION 9.07. Successor Trustee.

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall, within thirty (30) days, appoint a successor Trustee to fill such vacancy. The Trustee appointed under this section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least \$50,000,000 unless the bond insurer otherwise approves. Anything contained in this Resolution to the contrary notwithstanding, no resignation or removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 9.03, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

SECTION 9.08. Mergers and Consolidations. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting

from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

## **ARTICLE X MISCELLANEOUS**

SECTION 10.01. Authorizations. The Chairman or the Vice Chairman is hereby authorized to countersign the Series 2020A Bonds by his or her manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements (including, without limitation, any agreements, amendments, novations or other documents or certificates with respect to the amendment, termination or transfer of any one or more of the 2003 Swaps) whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, the Executive Director and the Chief Financial Officer of the Authority are hereby designated as the primary officers of the Authority charged with the responsibility of issuing the Series 2020A Bonds. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his or her place. If any officer of the Authority who has signed the Series 2020A Bonds or any other documents, certificates, instruments, contracts, and agreements in furtherance of this Resolution shall cease to hold such office before the delivery date of such Series 2020A Bonds, documents, certificates, instruments, contracts, and agreements, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery.

SECTION 10.02. Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent, and the registered Holders of the Series 2020A Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent, if any, and the registered Holders of the Series 2020A Bonds.

SECTION 10.03. Controlling Law; Members; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent,

officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the Series 2020A Bonds shall be liable personally on the Series 2020A Bonds or under this Supplemental Resolution or shall be subject to any personal liability or accountability by reason of the issuance of the Series 2020A Bonds or the execution thereof by the Authority or such officers thereof.

SECTION 10.04. Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2020A Bonds, the holders of the Series 2020A Bonds shall be deemed to have consented to amend the terms and provisions of the Lease Purchase Agreement to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the Lease Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease Purchase Agreement.

SECTION 10.05. Effective Date. This Resolution shall become effective upon approval.

[SIGNATURES FOLLOW ON NEXT PAGE]

This Resolution was approved and adopted by the Central Florida Expressway Authority on August 13, 2020.

**CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY**

By: \_\_\_\_\_  
Brenda Carey, Chairman

**ATTEST:**

By: \_\_\_\_\_  
Mimi Lamaute  
Board Services Coordinator

Signed:

\_\_\_\_\_  
Based upon review by General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

**EXHIBIT A**  
**TERM SHEET**

[Attached]

**EXHIBIT B**

**FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT**

[Attached]

**TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT**

**THIS TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT** (this “Agreement”), dated as of August 18, 2020, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the “Authority”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, having its designated office in Philadelphia, Pennsylvania (the “Trustee”).

**W I T N E S S E T H:**

**WHEREAS**, the Authority, by the Bond Resolution (as hereinafter defined), has designated the Trustee as Trustee, Paying Agent and Registrar for its \$157,000,000 Senior Lien Refunding Revenue Bonds, Series 2020A (collectively, the “Series 2020A Bonds”); and

**WHEREAS**, the Authority and the Trustee desire to set forth the Trustee’s duties as Trustee, Paying Agent and Registrar and the compensation to be paid to the Trustee for its services;

**NOW, THEREFORE**, it is agreed by the parties hereto as follows:

**SECTION 1. DUTIES.** The Trustee agrees to serve as Trustee, Paying Agent and Registrar for the Series 2020A Bonds and to perform the duties of Trustee, Paying Agent and Registrar as specified in or contemplated by that certain Amended and Restated Master Bond Resolution adopted by the Authority on February 3, 2003, as supplemented from time to time, as particularly supplemented by that certain Twenty-Sixth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Refunding Revenue Bonds, adopted by the Authority on August 13, 2020 (collectively, the “Bond Resolution”) in connection with the issuance of the Series 2020A Bonds. The Trustee is authorized to do business in Florida and carry out the duties and obligations contemplated herein. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

**SECTION 2. DEPOSIT OF FUNDS.** The Authority shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, on or before the Business Day prior to the date payment is due on the Series 2020A Bonds, sufficient funds from System Pledged Revenues pledged for the payment of the Series 2020A Bonds under the Bond Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2020A Bonds.

**SECTION 3. USE OF FUNDS; CANCELED SERIES 2020A BONDS.** The Trustee shall use the funds received from the Authority pursuant to Section 2 of this Agreement to pay the principal of and interest on the Series 2020A Bonds in accordance with the Bond Resolution. The Trustee shall destroy the canceled Series 2020A Bonds in accordance with its retention policy then in effect.

**SECTION 4. STATEMENTS.** Each month during the term of this Agreement, or as often as the Trustee normally distributes statements for similar accounts, the Trustee shall prepare and shall send to the Authority written statements of account relating to all transactions effected by the Trustee pursuant to this Agreement.



**SECTION 5. OBLIGATION TO ACT.** The Trustee shall be obligated to act only in accordance with the Bond Resolution and any written instructions received in accordance therewith; provided, however, that the Trustee is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

**SECTION 6. RELIANCE BY TRUSTEE.** The Trustee may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Bond Resolution.

**SECTION 7. COUNSEL; INDEMNITY.** The Trustee may consult with counsel (licensed to practice in Florida) of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Bond Resolution in good faith and in accordance with the opinion of such counsel. The Trustee shall have no liability or responsibility for any statement made by the Authority or any other person in connection with the issuance of the Series 2020A Bonds, or for the use or application of any money received by the Authority in connection with the Series 2020A Bonds. The Trustee may rely upon any instructions provided to it by the Authority in connection with its duties and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions. No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. The Trustee may act through agents and shall not be responsible for the negligence or willful misconduct of any agent appointed by the Trustee with due care. To the fullest extent permitted by applicable law, the Authority will indemnify the Trustee (including its directors, officers and employees) for, and hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with its acceptance or administration of its duties hereunder. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Trustee hereunder and the termination of this Agreement.

**SECTION 8. FEES AND EXPENSES.** In consideration of the services rendered by the Trustee under this Agreement, the Authority agrees to and shall pay to the Trustee its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties under this Agreement as set forth in the attached **EXHIBIT A**. The Trustee shall not be obligated to allow and credit interest upon any moneys in respect of principal, interest or premium, if any, due in respect of the Series 2020A Bonds, which it shall at any time receive under any of the provisions of the Bond Resolution or this Agreement.

**SECTION 9. FURNISHING INFORMATION; AUTHORIZATION.** The Trustee shall, at all times, when requested to do so by the Authority, furnish full and complete information pertaining to its functions under this Agreement and shall without further authorization, execute

all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

**SECTION 10. TERMINATION; EXPIRATION.** Subject to the terms of the Bond Resolution, either of the parties hereto, at its option, may terminate this Agreement after giving ninety (90) days written notice to the other party of its intention to terminate this Agreement, and this Agreement may be terminated at any time by mutual consent of the parties hereto. This Agreement shall expire without further action upon final payment of the Series 2020A Bonds and the interest appertaining thereto.

**SECTION 11. SURRENDER OF FUNDS, REGISTRATION RECORDS; NOTIFICATION OF BONDHOLDERS.** In the event of a termination of this Agreement, the Authority shall deliver any reasonable, proper and necessary releases to the Trustee (in a form reasonably acceptable to the Trustee and the Authority) upon demand by the Trustee and the Trustee shall upon demand by an Authorized Officer of the Authority pay over the funds on deposit with the Trustee under this Agreement in connection with the Series 2020A Bonds and surrender all registration books and related records to or upon the order of the Authority, and the Authority may appoint and name a successor to act as Trustee, Paying Agent and Registrar for the Series 2020A Bonds. The Authority shall, in such event, at its expense, notify all holders of the Series 2020A Bonds of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2020A Bonds.

**SECTION 12. NONASSIGNABILITY.** This Agreement shall not be assigned by either party without written consent of the other party.

**SECTION 13. MODIFICATION.** No modification of this Agreement shall be valid unless made by a written agreement, duly executed and approved by the parties hereto.

**SECTION 14. SEVERABILITY.** Should any section or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

**SECTION 15. GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

**SECTION 16. MERGER OR CONSOLIDATION OF THE TRUSTEE.** Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party or to which the Trustee sells or transfers all or substantially all of the bond administration portion of its corporate trust business, shall be the successor Trustee, Paying Agent and Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, provided, however, that such corporation or association must be eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity.

**SECTION 17. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents and their official seals to be affixed and attested as of the date first set forth above.

**CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Brenda Carey, Chairman

**ATTEST:**

By: \_\_\_\_\_  
Mimi Lamaute  
Board Services Coordinator

[Signature Page to Trustee, Paying Agent and Registrar Agreement]

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee, Paying Agent and  
Registrar**

(SEAL)

By: \_\_\_\_\_  
Its: Authorized Officer

[Signature Page to Trustee, Paying Agent and Registrar Agreement]

**EXHIBIT A**

**FEES AND EXPENSES**

[See Attached]

## ANNEX 1

### SUMMARY OF TERMS AND CONDITIONS

**Municipal Advisor  
Rule Disclosure:**

Truist Bank or its designated affiliate (Lender) is an institutional buyer and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Regulation, and in this term sheet is providing information regarding the terms under which it would make such a purchase for its own account.

- (a) Lender is not recommending an action to Borrower or the issuer of the debt;
- (b) Lender is not acting as an advisor to Borrower or the issuer of the debt and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to Borrower or the issuer of the debt with respect to the information and material contained in this communication;
- (c) Lender is acting for its own interests; and
- (d) Borrower and the issuer of the debt should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

**Borrower:** Central Florida Expressway Authority ("Borrower").

**Lender:** Truist Bank or its designated affiliate ("Lender").

**Facility:** Non-Bank Qualified Loans in the form of a tax-exempt note ("Loan").

The Loan will be funded in a single drawdown on the closing date.

**Loan Amount:** Option One: A single Loan sufficient to fund the 2020B Bonds in the anticipated par amount of \$102,500,000.

Option Two: A single Loan sufficient to fund the 2020A and the 2020B Bonds in the anticipated par amount of \$157,000,000.

**Maturity Date:** Option One and Option two will mature on July 1, 2032.

**Interest Rate:** Option One) A fixed rate equal to 1.69% p. a. (calculated on the basis of a 30 day month and 360 day year).

Option Two) A fixed rate equal to 1.54% p. a. (calculated on the basis of a 30 day month and 360 day year).

**Rate Lock:** The rates detailed above are locked for forty-five (45) days from the date of this letter (the "Rate Lock Period"). The Borrower understands that market interest rates are subject to change. The Borrower also understands that in the event the Facility is funded during the Rate Lock Period, the Rate will become the effective interest rate for the Facility even if market interest rates are lower than the Rate at the time the Facility is funded.

If the Facility is not funded for any reason on or before the expiration of the Rate Lock Period, Lender may, in its sole discretion, offer a new fixed rate and a revised closing date, provided, however, that if the revised interest rate is unacceptable to the Borrower, the Borrower shall not be obligated to proceed with the Facility. Notwithstanding the foregoing, in the event the Facility is not funded for any reason, the Borrower shall be obligated to reimburse any fees and expenses incurred by Lender in connection with the Facility including, without limitation, attorney's fee.

**Repayments:** Option one and Option two: Interest shall be payable semi-annually due July 1 and January 1 beginning January 2, 2021. Principal shall be payable annually on July 1 beginning July 1, 2021, based on the principal amortization schedule in the RFP.

**Monthly Pmt Option:** The Borrower shall have the option of paying principal and interest on the Loan on a monthly basis for a three (3) basis points reduction in either rate option chosen above.

**Prepayment:** **Alternative #1 Make Whole Provision:** Borrower may prepay the Loan in whole or in part on any Business Day upon two Business Days' prior written notice to Lender. Such prepayment notice shall specify the amount of the prepayment which is to be made. In the event of a prepayment of the Loan, Borrower may be required to pay Lender an additional fee (a prepayment charge or premium) determined by Lender's make whole compensation provision in the loan documents, to compensate Lender for all losses, costs and expenses incurred in connection with such prepayment. Any partial prepayment shall be applied as determined by Lender in its sole discretion.

**Alternative #2 No Prepayment Penalty:** If the Borrower chooses, the Lender will allow prepayment [in whole or in part] after 10 years without any penalty for each of the interest rate options described above for an additional **three (3)** basis points to the interest rate options detailed above.

**Security:** The Loans will be secured by a pledge of and lien on the System Pledged Revenues on a parity with the CFX's other senior lien outstanding debt issued under the Master Resolution (collectively, the "Pledged Revenues").

**Representations and Warranties:** Usual and customary for Lender in transactions of this type.

**Affirmative Covenants:** In addition to the covenants expressly set forth herein, other affirmative covenants usual and customary for Lender in transactions of this type, including without limitation: Borrower shall submit to the Lender annual audited financial statements within 270 days of fiscal year end and an annual budget within 30 days of adoption, together with any other information the Lender may reasonably request, in form satisfactory to Lender, and other additional information, reports or schedules (financial or otherwise), all as Lender may request.

**Negative Covenants:** Usual and customary of Lender in transactions of this type.

**Events of Default:** Usual and customary for transactions of this type (with customary notice and cure periods), and usual and customary remedies. The Default Rate shall be equal to the lesser of Prime Rate + 5% or the maximum allowed rate by law and the documents shall contain a covenant assuring Lender that if other bondholders have acceleration



rights Lender will have the same acceleration rights.

**Debt Service  
Covenant:**

Shall mirror those in Section 5.2 of the Master Bond Resolution that generally requires that at all times the Debt Service Coverage Ratio (defined as System Pledged Revenues for such fiscal year divided by annual debt service for such fiscal year) shall be at least 1.20x.

**Additional Debt:**

Shall mirror those in Section 5.5 of the Master Bond Resolution, which requires amongst other conditions that System Pledged Revenues be at least 120% the preceding [fiscal] year or 12 consecutive months.

**Taxable Event:**

Upon the occurrence of a Taxable Event the Interest Rate on the Note shall be adjusted to assure maintenance of the yield, together with all other applicable penalties, fees and applicable costs. "**Taxable Event**" means the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of any Note is or was includable in the gross income of a Lender for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Borrower has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any Lender, and until the conclusion of any appellate review, if sought. A Taxable Event does not include and is not triggered by a change in law by Congress that causes the interest to be includable under Lender's gross income.

**Opinion of Counsel:**

- (a) Borrower shall be required to deliver a written opinion from Borrower's Counsel, in form and substance acceptable to the Lender and Lender's Counsel.
- (b) Receipt of opinion from Note Counsel in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Note is excludable from gross income of the owners thereof for Federal income tax purposes.

**Legal Fee Quote:**

Our proposed Lender's counsel is Mike Wiener at Holland & Knight LLP in Lakeland, FL. Fees for Lender's counsel will be:

- (a) \$15,000.00 if Lender's counsel closes the transaction and reviews documentation prepared by the note counsel or counsel to the Borrower.
- (b) Borrower agrees to pay the agreed fees for Lender's counsel and all other reasonable fees, charges, expenses and costs in connection with the transaction.
- (c) Payment by borrower of expenses described herein shall not be contingent upon closing and legal fees on account of borrower after documentation has started are payable regardless of whether the transaction closes.
- (d) If the loan has extraordinary negotiations, unexpected issues arise or the loan does not close before the closing date set in the commitment the legal fee will be increased to reflect any extra work performed and Borrower agrees to pay such fee.

**Closing Conditions:**

The closing of the Loan shall be conditioned upon satisfaction (or valid waiver) of conditions precedent usual and customary for transactions of this type, including, without limitation, the following conditions (all of the items to be delivered in form and substance satisfactory to Lender): (1) receipt and review of (a) all financial, formation and other information required by Lender on Borrower) and their constituent entities

and other entities specified by Lender, including all due diligence materials to verify authority, identity and background information for regulatory purposes under applicable “know your customer” and anti-money laundering laws, as deemed necessary by Lender in its sole and absolute discretion and (b) such other information and due diligence deliveries as are requested by and acceptable to Lender, including, but not limited to, legal documentation and attorney opinion letters; (2) authorization, execution and delivery of such documentation as is standard and customary for this type of transaction or otherwise deemed necessary or appropriate by Lender; and (3) there shall not have occurred, in the opinion of Lender, any material adverse change in the business or financial condition of Borrower or in any other state of facts submitted to Lender in connection with the Loan, from that which existed at the time Lender initially considered the proposed Loan.

The funding of the Loan shall be subject to accuracy of representations and warranties as of the date of such Loan and no event of default or incipient default under the Loan shall have occurred and be continuing as of the date of such Loan or would result from making the Loan.

**Expenses and  
Indemnification:**

Borrower will pay all costs and expenses of Lender in connection with the administration and enforcement of all documentation executed in connection with the Loan including, without limitation, the fees, charges and disbursements of Lender’s counsel (including in-house counsel) subject to the limitations above regarding the loan closing counsel fees.

**Governing Law and  
Jurisdiction:**

State of FL.

**This Summary of Terms and Conditions is intended as an outline of certain material terms and conditions applicable to the Loan and does not purport to describe all of the terms and conditions, representations and warranties, covenants and other provisions that could be contained in the definitive loan and collateral documentation relating to the Loan.**

**Independent Registered Municipal Advisor Certificate**

To: the below named client

Cc: the below named independent registered municipal advisor (“**IRMA**”)

Each of Truist Bank, STI Institutional & Government, Inc., SunTrust Equipment Finance & Leasing Corp. and SunTrust Robinson Humphrey, Inc. (collectively, the “**Truist Entities**”)<sup>1</sup> hereby discloses to the undersigned that, based on the below representation from you, none of the Truist Entities is a municipal advisor and none of the Truist Entities is subject to the fiduciary duty established in Section 15B(c) (1) of the Securities Exchange Act of 1934, as amended. In the context of a potential transaction between one of the Truist Entities and you, and/or a potential engagement between one of the Truist Entities and you, in any discussions, communications, conferences, negotiations and undertakings, (a) each of the Truist Entities will act as a principal and not in a fiduciary capacity; (b) none of the Truist Entities has assumed an advisory or fiduciary responsibility in favor of you; and (c) none of the Truist Entities is acting as your financial advisor. The Truist Entities have financial and other interests that may differ from yours. Further, the Truist Entities advise you to consult your own legal, financial and other advisors to the extent you deem appropriate.

**IRMA Certification:**

The undersigned state or local government or obligated person has retained an independent registered municipal advisor (“**IRMA**”). The undersigned is represented by and will rely on the below listed IRMA to provide advice on proposals from any of the Truist Entities concerning the making of loans or the purchase of municipal securities for its own account, and/or proposals concerning municipal financial products. The representatives of the IRMA who will advise the undersigned on such matters have represented to the undersigned that they have not been associated with the Trust Entities within the two years prior to the date of this certificate.

This certificate may be relied upon until it is withdrawn.

\_\_\_\_\_  
CLIENT LEGAL NAME

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Name of IRMA: \_\_\_\_\_

IRMA Email Address: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> The Truist Bank tax exempt loan program and other direct purchase municipal financings are offered by Truist Bank or its affiliate, STI Institutional & Government, Inc. Risk management and derivative products are offered by Truist Bank. SunTrust Robinson Humphrey is the trade name used in connection with corporate and investment banking services of Truist Financial Corporation and its subsidiaries, including SunTrust Robinson Humphrey, Inc., member, FINRA and SIPC. Debt and equity underwriting, trading, research and sales, loan syndications, municipal securities trading and sales, and mergers and acquisitions advisory services are offered by SunTrust Robinson Humphrey, Inc.

**F. 3.**

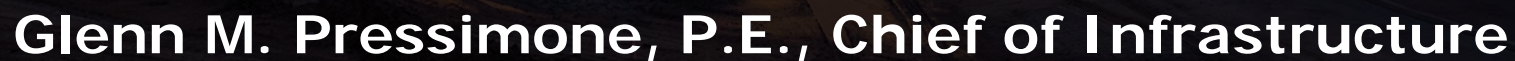


The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL FLORIDA" in a bold, black, serif font, followed by "EXPRESSWAY" in a bold, orange, sans-serif font, and "AUTHORITY" in a bold, black, serif font. The text is contained within a white rectangular box with thin orange horizontal lines above and below it.

**CENTRAL  
FLORIDA  
EXPRESSWAY  
AUTHORITY**

The title "2045 Master Plan Overview" is displayed in a large, white, sans-serif font, centered on a dark blue horizontal band that spans the width of the slide.

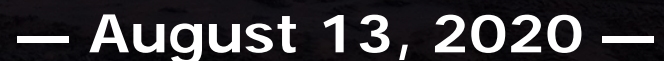
**2045 Master Plan Overview**

The name and title "Glenn M. Pressimone, P.E., Chief of Infrastructure" are written in a white, sans-serif font, centered on the dark blue band.

**Glenn M. Pressimone, P.E., Chief of Infrastructure**

The name and title "Michelle Maikisch, Chief of Staff/Public Affairs Officer" are written in a white, sans-serif font, centered on the dark blue band.

**Michelle Maikisch, Chief of Staff/Public Affairs Officer**

The date "August 13, 2020" is written in a white, sans-serif font, centered on the dark blue band, flanked by horizontal lines.

**— August 13, 2020 —**

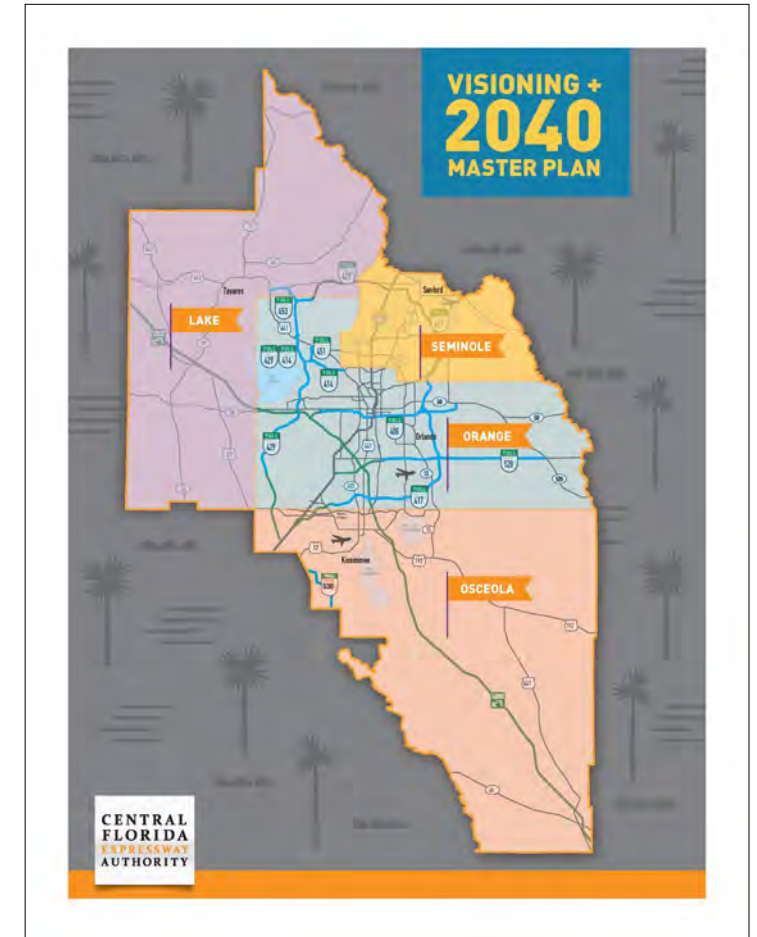


# Purpose of the Master Plan

- Establish policies and needs for future operations and capital investment decisions.
- Basis for Five-Year Work Plan.

# 2040 CFX Master Plan Progress

- Identified \$11 billion in total projects
- Incorporated Osceola County Expressway Authority Master Plan projects
- Established the CFX Multimodal Policy
- \$2.5 billion anticipated to be invested in the region by 2025





# 2040 Master Plan Progress: Vision, Mission, Core Values

## VISION

To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

## MISSION

To build, operate and maintain a mobility network through accountability, fiscally sound practices and a community focus.

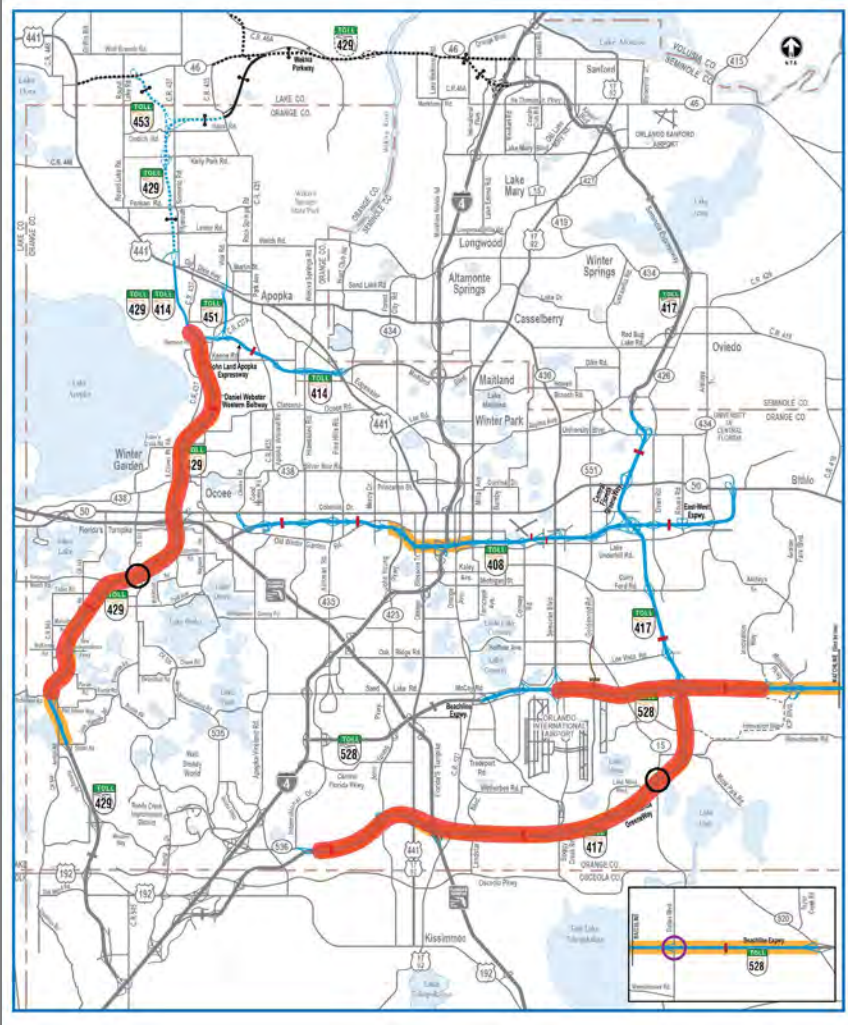


## CORE VALUES

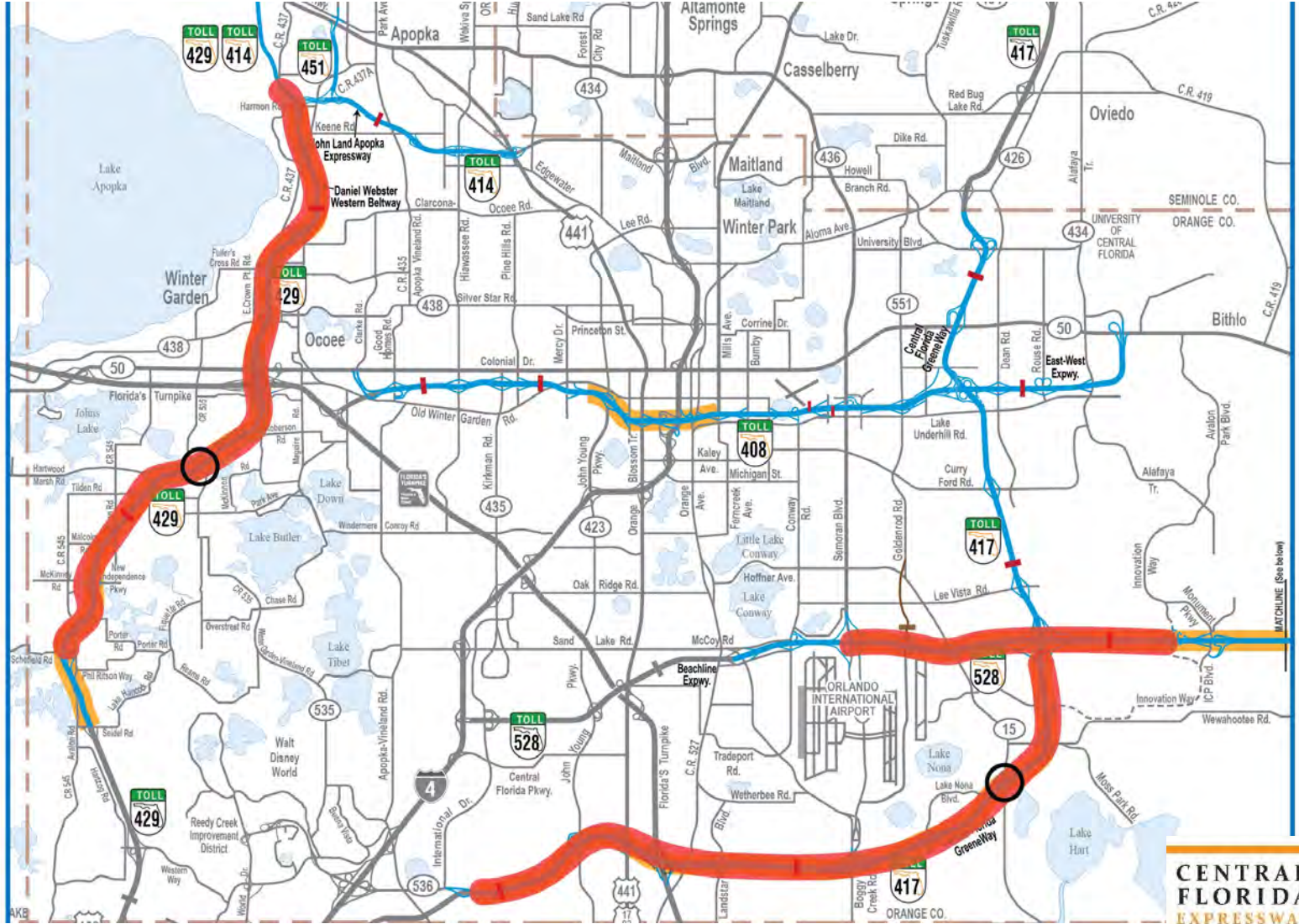
- Excellence
- Innovation
- Service
- Teamwork
- Commitment



# 2040 Master Plan Progress: Existing System Improvements

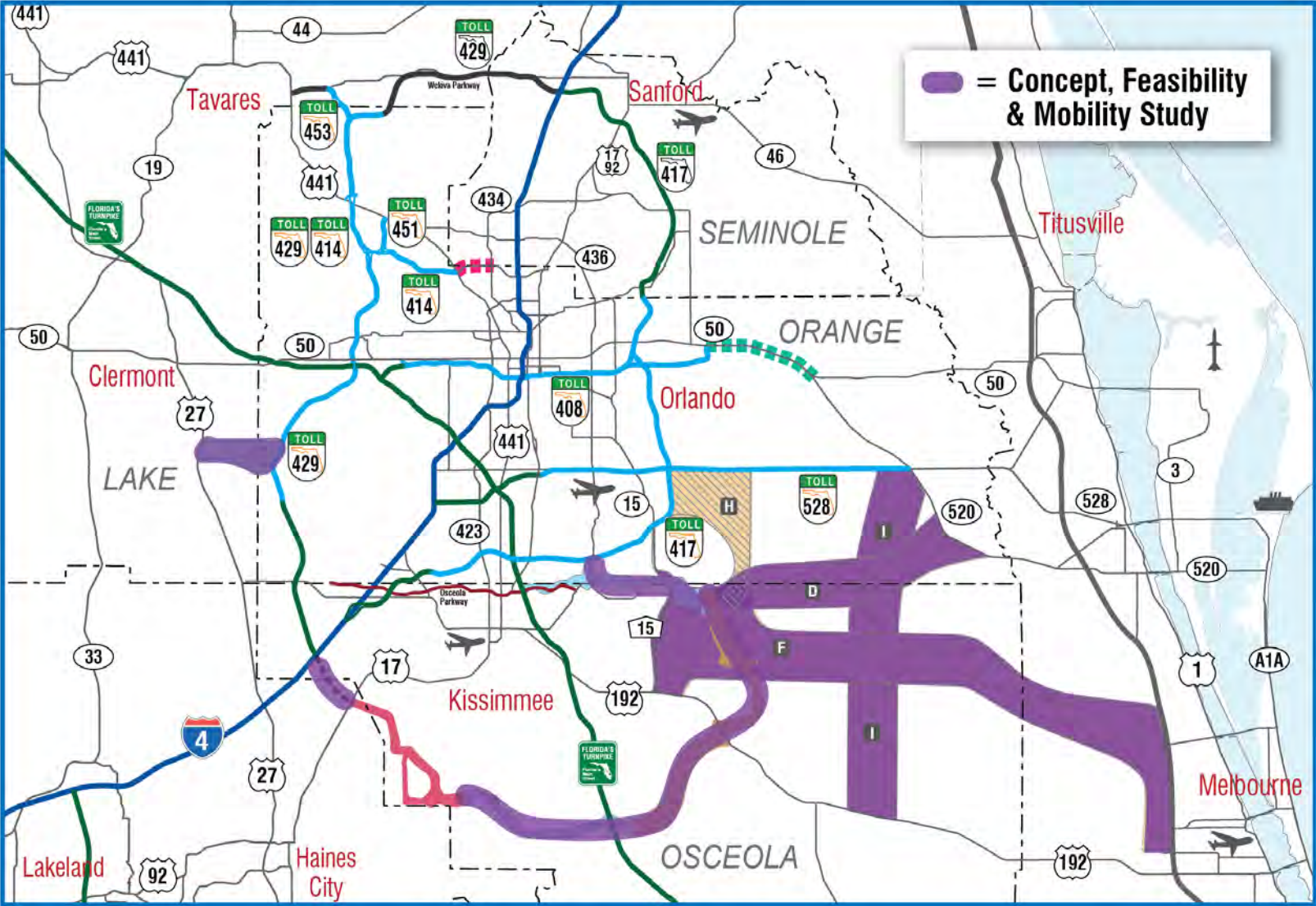


125-Mile System

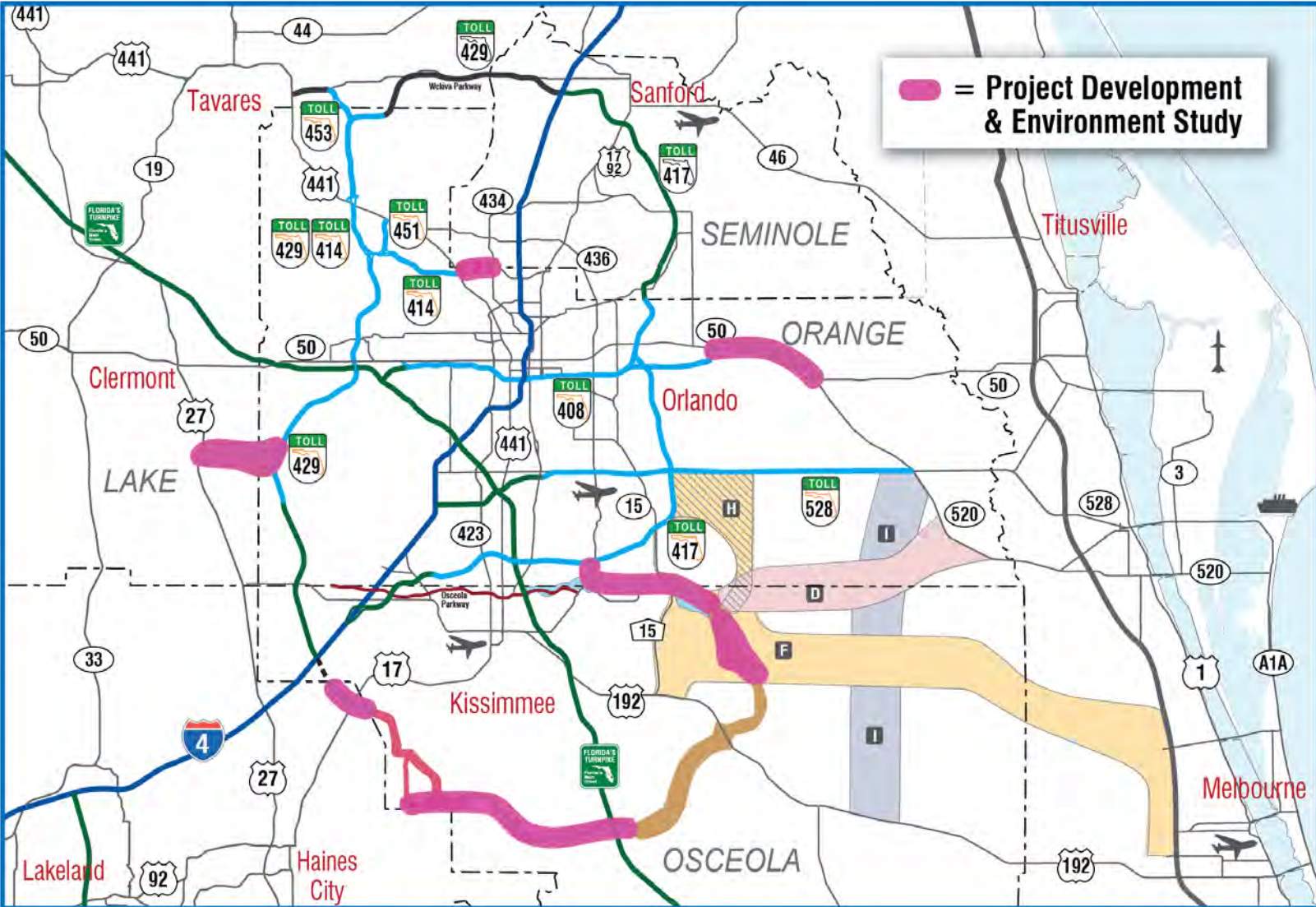




# 2040 Master Plan Progress: New Expressway Projects

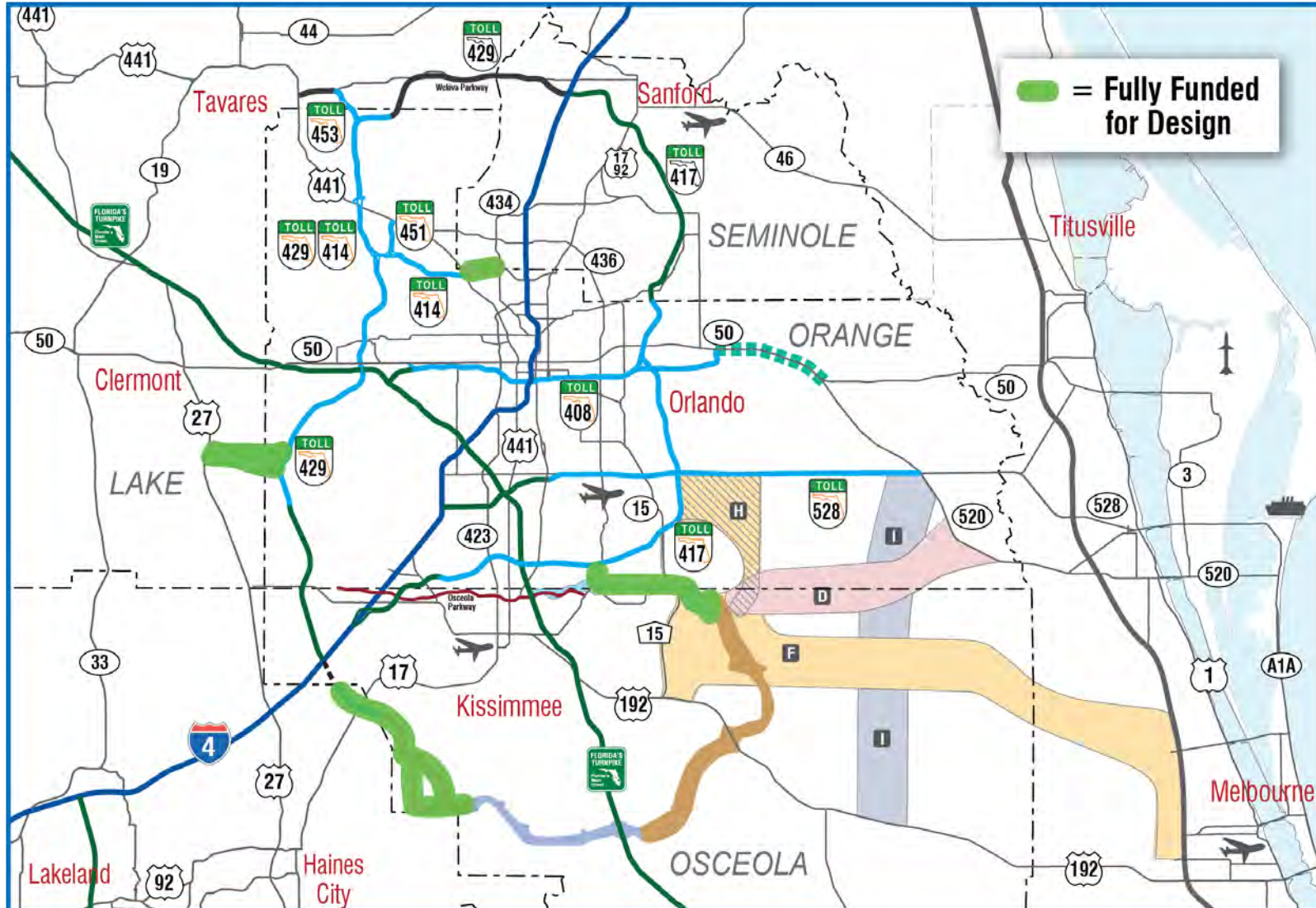


# 2040 Master Plan Progress: New Expressway Projects

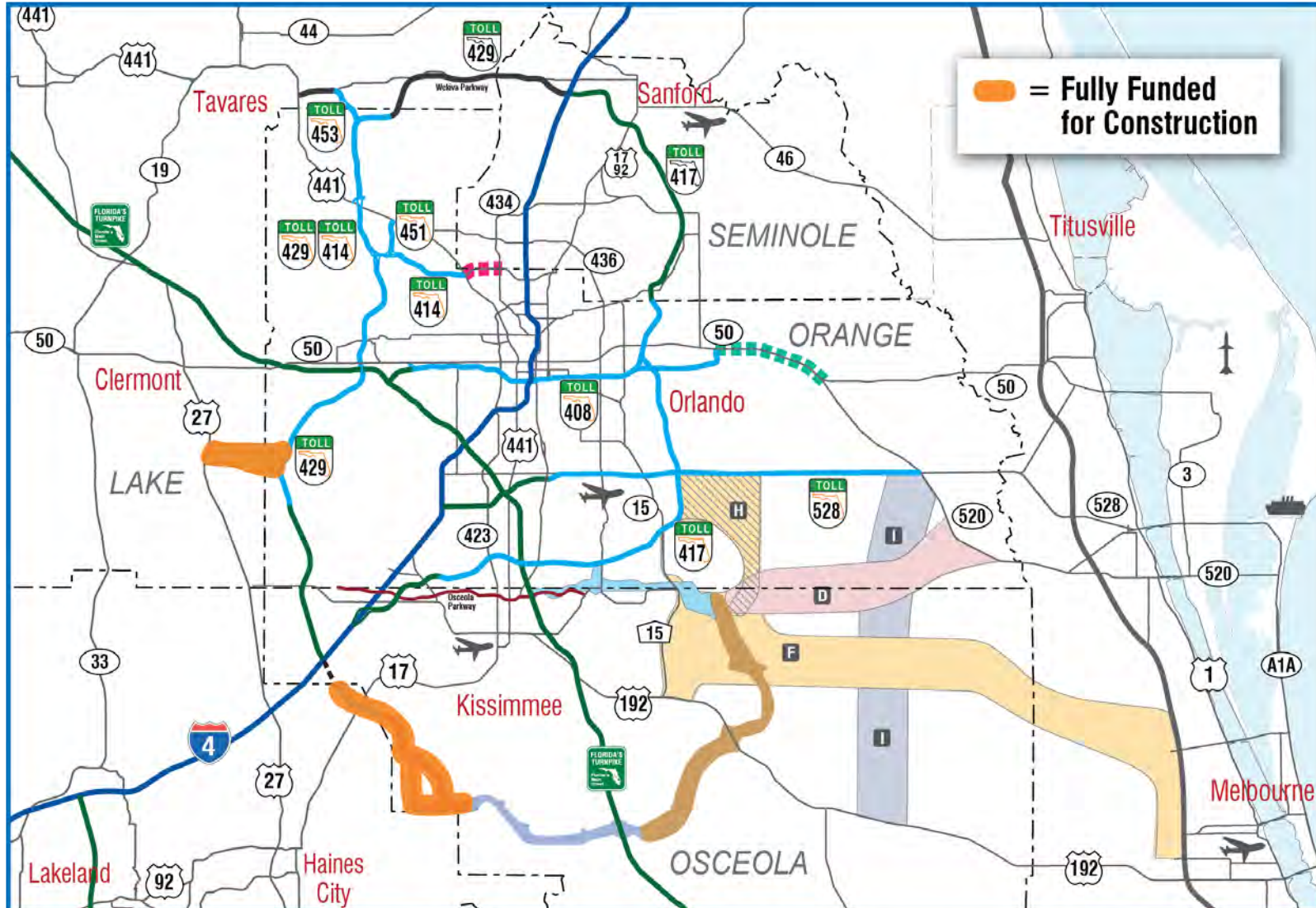




# 2040 Master Plan Progress: New Expressway Projects

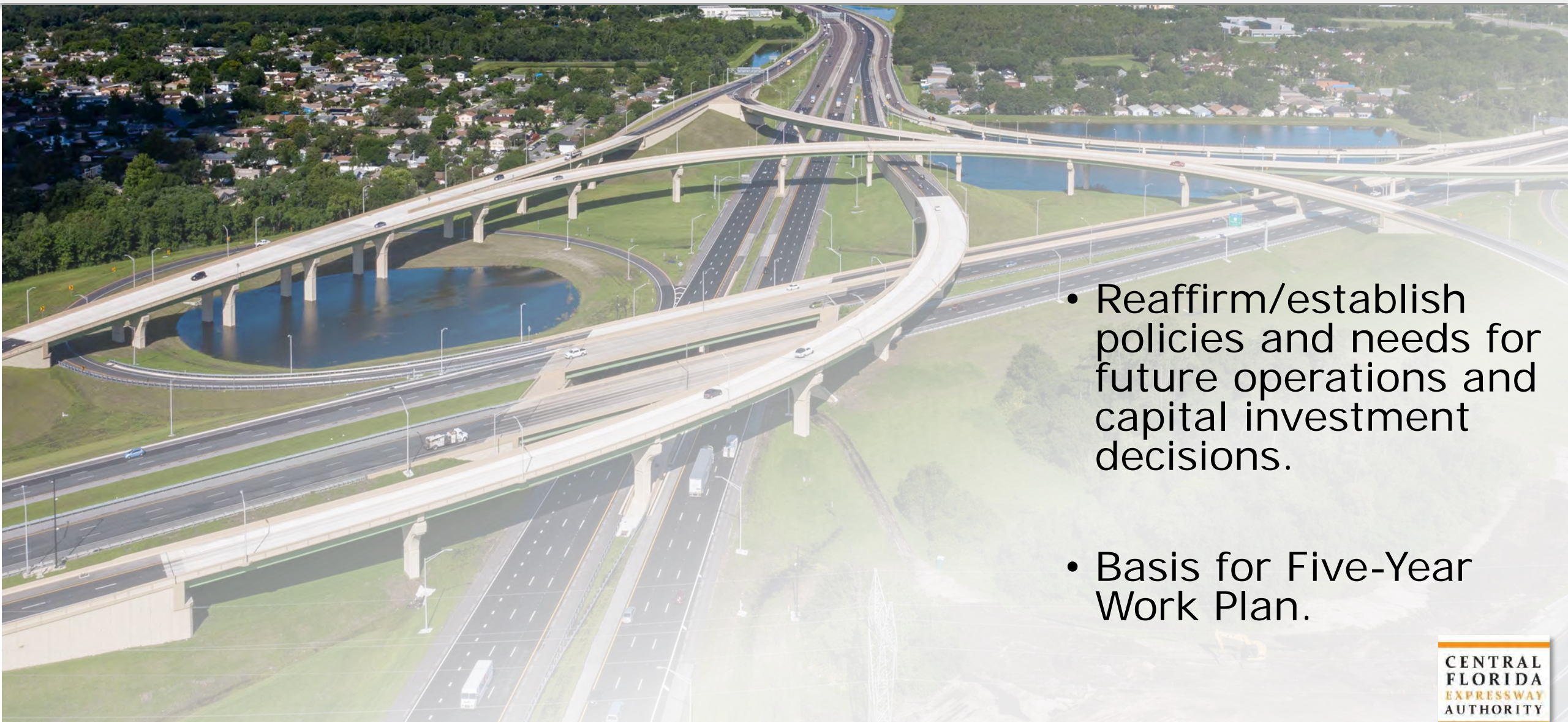


# 2040 Master Plan Progress: New Expressway Projects





# Moving Forward to 2045 Master Plan



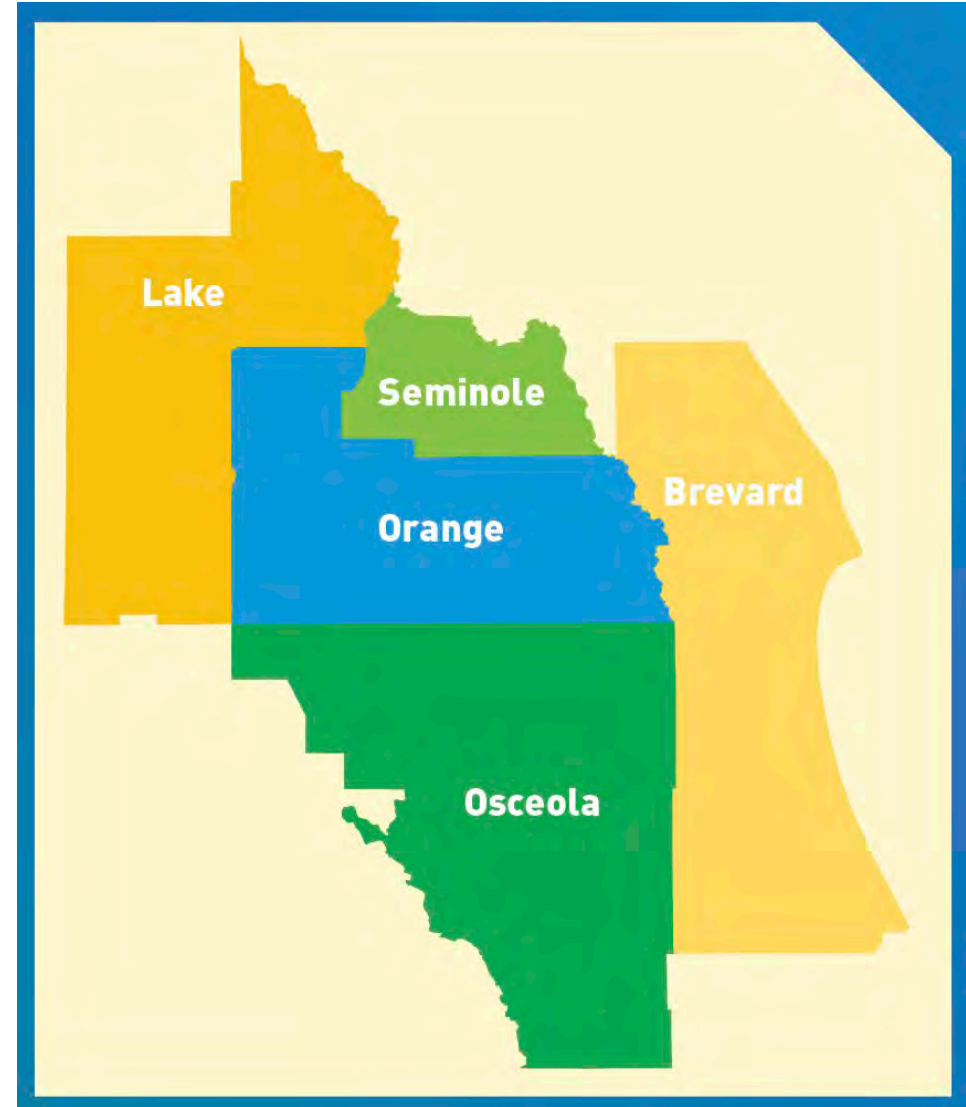
- Reaffirm/establish policies and needs for future operations and capital investment decisions.
- Basis for Five-Year Work Plan.

# 2045 Master Plan: Listening Tour

Collect data and input from stakeholders throughout CFX's five member counties.

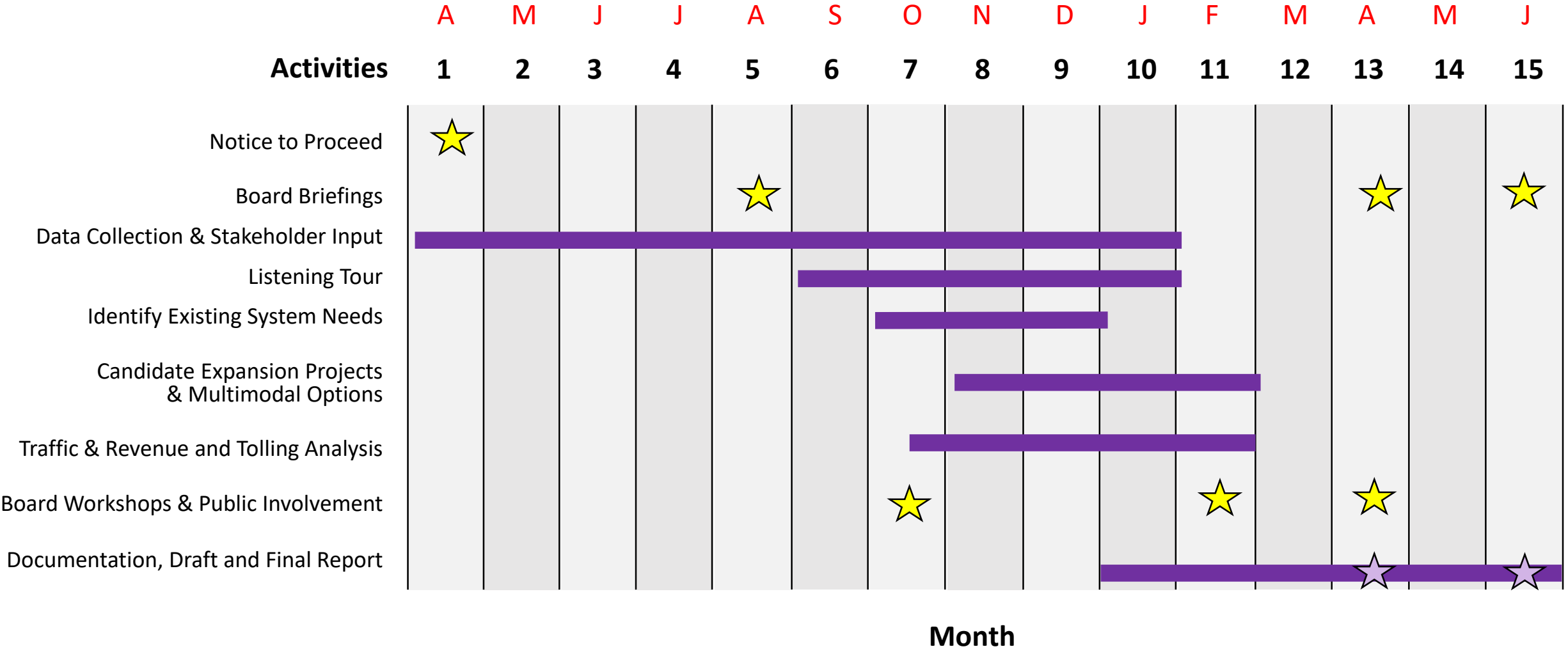
## Key Topics:

- Existing System Needs
- Tolling Technology
- Expansion Projects
- Multimodal Partnership Opportunities





# 2045 Master Plan: Schedule





A wide-angle photograph of a highway construction site at sunset. In the foreground on the left, a large, light-colored concrete bridge pier stands prominently. To its right, a multi-lane highway is under construction, with concrete barriers and construction equipment visible. In the background, another bridge structure is under construction, supported by a complex network of steel scaffolding. The sky is a mix of orange, yellow, and blue, indicating the time is either dawn or dusk. A green highway sign for Goldenrod Rd is visible in the distance.

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AUTHORITY**



**F. 4.**





**CENTRAL  
FLORIDA**  
EXPRESSWAY  
AUTHORITY



**Construction Update**

Ben Dreiling, P.E., Director of Construction  
- August 13, 2020 -





# Widening from SR-417 to Alafaya Trail

*Completed Projects*

- January 2020
- 50% capacity increase
- SR 408 – 6 Lanes





# Widening from SR-417 to Alafaya Trail

*Completed Projects*

- January 2020
- 50% capacity increase
- SR 408 – 6 Lanes



# Widening from SR-417 to Alafaya Trail



*Completed Projects*

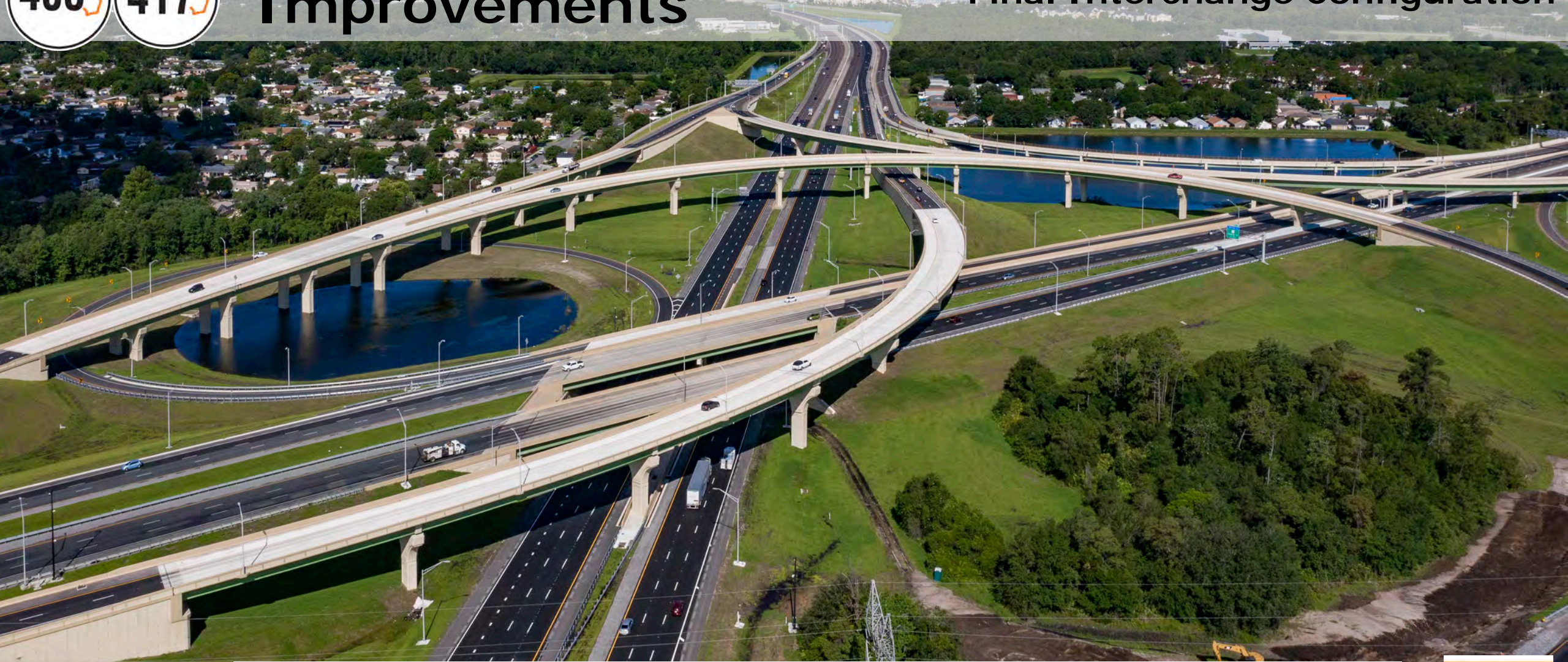






# Interchange Improvements

- April 2020
- Final Interchange Configuration



**2020 FTBA "Best in Construction"**





# Interchange Improvements

*Completed Projects*





# Resurfacing Projects

*Completed Projects*

- July/August 2020
- 14 miles







# Resurfacing Projects

*Completed Projects*







# Widening from E4 Canal to Aloma Avenue

- Completion August 2020
- 6 Open Road Toll Lanes
- N - SR 417 6 Lanes







# Widening from E4 Canal to Aloma Avenue

*Active Construction*







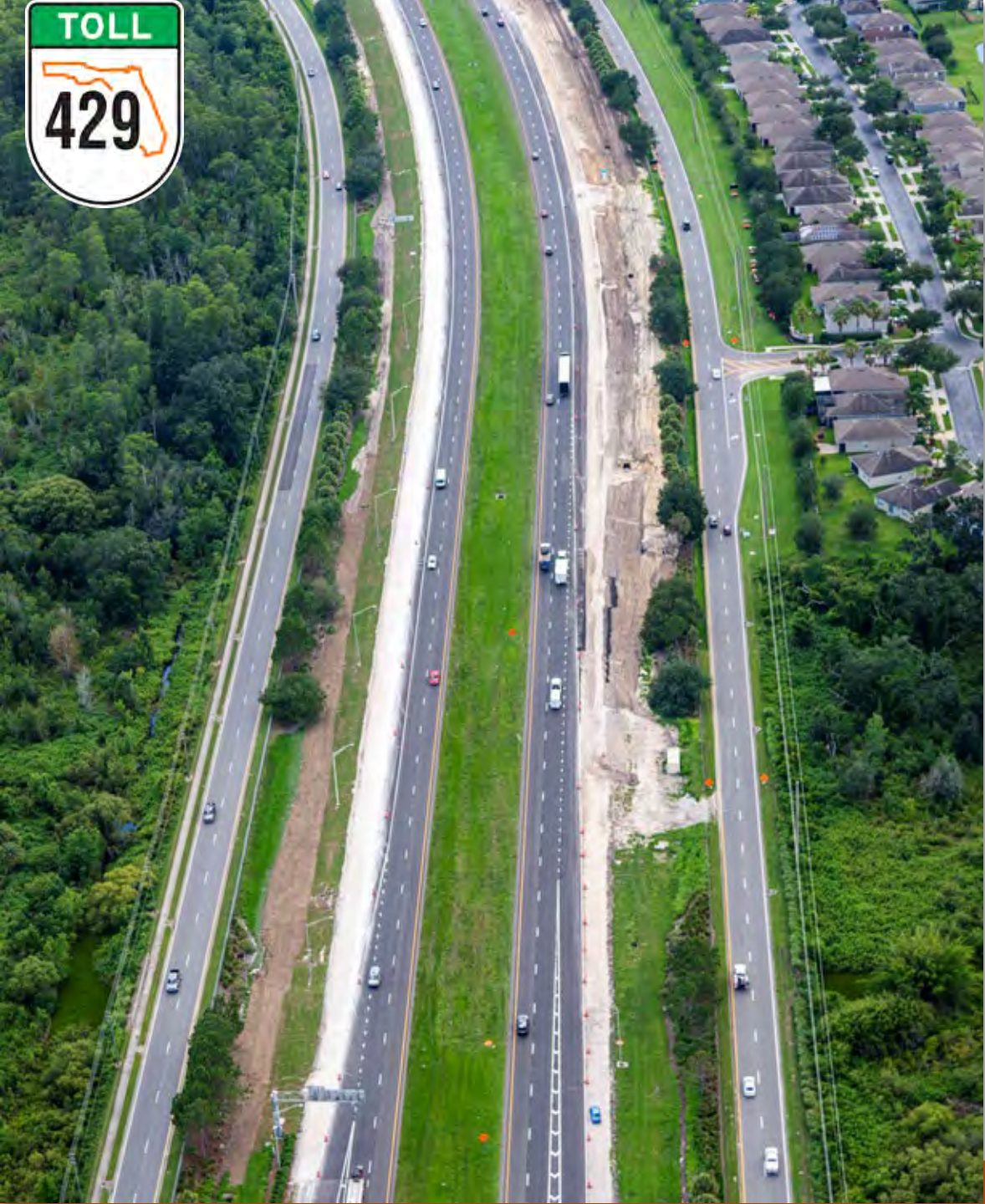
# Stoneybrook West Parkway Interchange

*Active Construction*

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- Anticipated Completion Nov. 2020
- Improves traffic flow at Exit 19 (CR 535 - Winter Garden Vineland Rd)





# Stoneybrook West Parkway Interchange

*Active Construction*







# Widening & SR-436 Interchange Improvements

*Active Construction*

- Signature Project
- Anticipated Contract Completion – February 2023





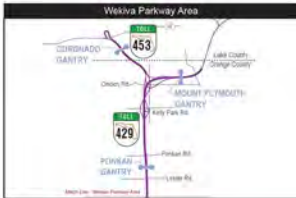
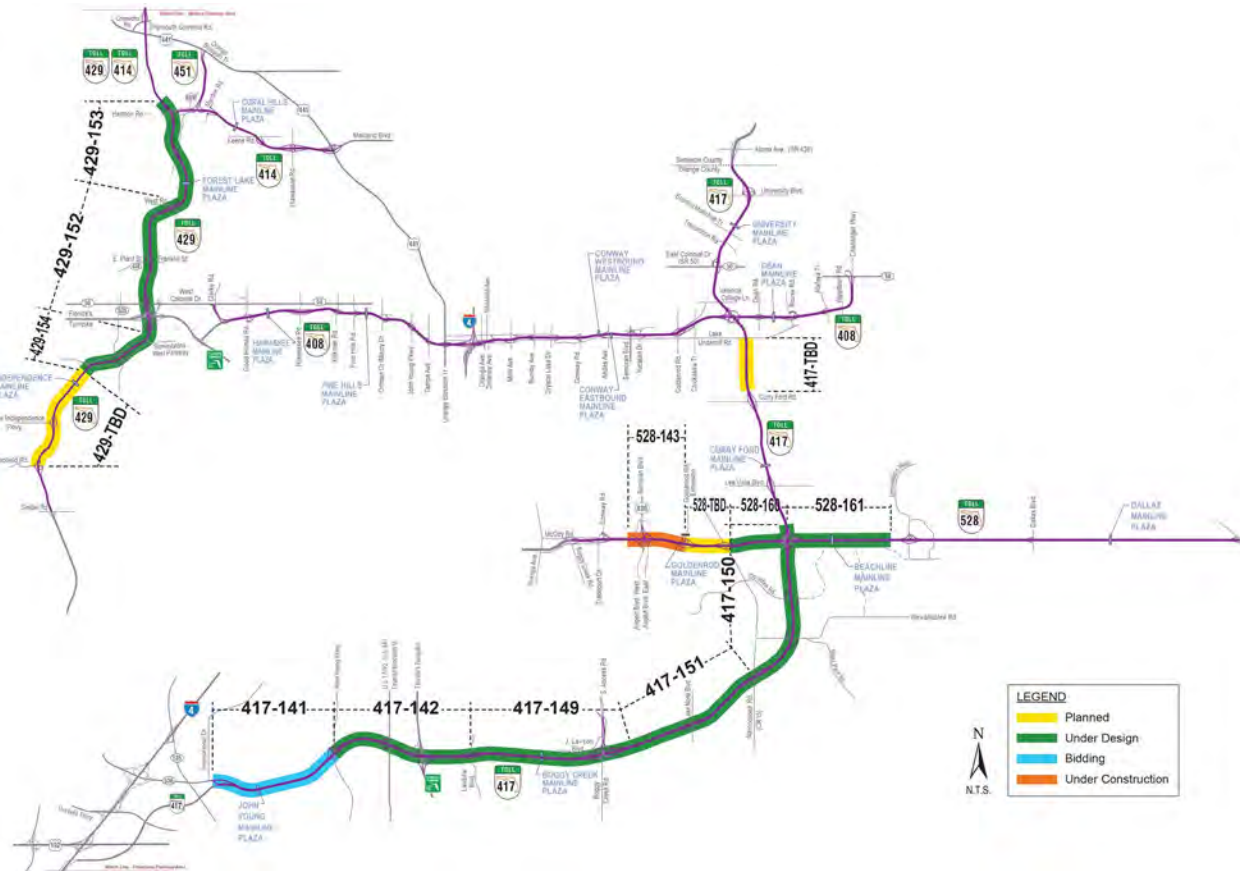
# Widening & SR-436 Interchange Improvements

*Active Construction*





# Upcoming - Widening Projects: \$947 Million





Thank You!

