

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 8, 2020
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

C. APPROVAL OF SEPTEMBER 10, 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 Lumbar*, Chief Financial Officer (info. item)
2. **POINCIANA PARKWAY WIDENING DESIGN/BUILD PROJECT** – *Will Hawthorne*, Director of Engineering (action item)
3. **MAINTENANCE UPDATE** – *Don Budnovich*, Director of Maintenance (info. item)
4. **SUPPLIER DIVERSITY PROGRAM UPDATE** – *Iranetta Dennis*, Director of Supplier Diversity (info. Item)

G. BOARD MEMBER COMMENT

(CONTINUED ON PAGE 2)

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 lrannetta.dennis@CFXway.com at least three business days prior to the event.

Please note that participants attending meetings held at the CFX Headquarters Building are subject to certain limitations and restrictions in order to adhere to CDC guidelines and ensure the safety and welfare of the public.

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

September 10, 2020

Board Meeting

Minutes

will be presented for

approval at the

November 12, 2020

Board Meeting

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING September 10, 2020

Location: The meeting was held virtually
through Orange County TV's live stream
by going to 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 9:00 a.m. by Chairman Carey.

The pledge of allegiance was led by Commissioner Betsy VanderLey.

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

Others Appearing Virtually:

Joe Waggoner, Tampa Hillsborough Expressway Authority

The Chairman provided instructions for the virtual meeting, reaffirmed reminders and gave an overview of the Agenda items.

B. PUBLIC COMMENT

Diego “Woody” Rodriguez, General Counsel, stated that there were no public comments.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval, as follows:

CONSTRUCTION

1. Approval of Supplemental Agreement No. 1 with Johnson, Mirmiran and Thompson, Inc. for CFX Owner's Representative for I-4/SR 408 Ultimate Interchange and the Coordination for the Planned Brightline Construction along SR 528, Project Nos. 408-312B, 528-915, Contract No. 001399 (Agreement Value: not-to-exceed \$1,700,000.00)
2. Approval of Contract Award to PI Consulting Services LLC for Systemwide Construction Engineering and Inspection Consultant Services, Contract No. 001694 (Agreement Value: \$3,500,000.00)
3. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Consultant Services for SR 429 Widening from Stoneybrook West Parkway (South) to Florida's Turnpike Project No. 429-154, Contract No. 001698
4. Approval of Contract Award to Base Construction, Inc. for Design/Build Services for CFX Magnolia Avenue E-PASS Service Center Renovations, Project No. 599-421, Contract No. 001699 (Agreement Value: \$1,466,527.00)
5. Approval of Contract Award to S & D Industrial Painting, Inc. for SR 408 Systemwide Coatings – Summerlin Ave. to Chickasaw Trail, Project No. 599-756, Contract No. 001705 (Agreement Value: \$4,988,886.91)

ENGINEERING

6. Approval of Supplemental Agreement No. 2 with Inwood Consulting Engineers, Inc. for SR 417 Widening from Bogy Creek Road to Narcoossee Road, Project No. 417-151, Contract No. 001394 (Agreement Value: not-to-exceed \$150,000.00)
7. Approval of Supplemental Agreement No. 3 with Parsons Transportation Group, Inc. for SR 429 Widening from Florida's Turnpike to West Road, Project No. 429-152, Contract No. 001395 (Agreement Value: not-to-exceed \$376,076.98)

8. Approval of Final Ranking and Authorization for Fee Negotiations for Design Services for SR 528 Widening from SR 417 to Innovation Way, Project No. 528-161, Contract No. 001697

FINANCE

9. Approval of First Contract Renewal with PFM Financial Advisors LLC for Financial Advisor Services Contract No. 001245 (Agreement Value: \$260,000.00)

HUMAN RESOURCES

10. Approval of Contract Award to Tews Consulting, Inc. for Staffing Services, Contract No. 001729 (Agreement Value: \$175,000.00)

LEGAL

11. Approval of Agreement for Grant of Easement Between Tohopekaliga Water Authority and CFX, Project No. 538-165

TECHNOLOGY/TOLL OPERATIONS

12. Approval of Purchase Order to Oracle America, Inc. for Software Update Licenses and Support (Agreement Value: \$113,854.60)
13. Approval of First Contract Renewal with 4 Corner Resources LLC for Information Technology Services, Contract No. 001347 (Agreement Value: \$0)

TRAFFIC OPERATIONS

14. Approval of Purchase Order to Temple, Inc. for Ruggedcom RSG 2300 Field Ethernet Switch Equipment Project No. 599-542 (Agreement Value: \$249,288.55)
15. Approval of Contract Award to SICE, Inc. for Dynamic Message Sign (DMS) Replacement Project, Project No. 599-545, Contract No. 001704 (Agreement Value: \$5,949,106.04)

Consent Agenda Item #1 was pulled for a separate vote. Commissioner VanderLey abstained from voting on this item due to a CFX Code of Ethics conflict of interest with DRMP, Inc. (Form 8B, Memorandum of Voting Conflict Form is attached as **Exhibit "A"**).

A motion was made by Mayor Dyer and seconded by Mayor Demings to approve the Consent Agenda except for item #1. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

A motion was made by Commissioner Arrington and seconded by Commissioner Parks to approve Consent Agenda item #1. The motion carried unanimously with eight (8) board members in attendance voting AYE by voice vote. Commissioner VanderLey abstained from voting.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Carey reported on the following:

- Now that summer is coming to an end, many of Central Florida's students are back in school. Please remember to drive safely and device free as we begin to share the roadways with more and more of our neighbors.
- CFX's next regularly scheduled board meeting is on October 8, 2020.

2. TREASURER'S REPORT

Commissioner VanderLey reported that Toll revenues for July were \$34,400,956, which is 67.8% above projections and 18.5% below prior year. CFX's total revenues were \$35.7 million for the month.

Total Operations, Maintenance and Administration expenses were \$3,346,501 million year-to-date, which is 7.5% under budget.

After debt service, the total net revenue available for projects was \$14.0 million for July. CFX's projected year-end senior lien debt service ration is 1.75, which is above CFX's budgeted ration of 1.68.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- Details regarding CFX staff facilitating a technical tour for Orange County Public School representatives on September 25;
- Update on the opening of the Orange Avenue ramp; and
- CFX's partnership with the City of Apopka in building a public safety communication tower on CFX property.

The following item was taken out of order.

C. APPROVAL OF MEETING MINUTES

A motion was made by Mayor Demings and seconded by Commissioner VanderLey to approve the August 13, 2020 Board Meeting Minutes. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

F. REGULAR AGENDA ITEMS

1. MONTHLY COVID-19 FINANCIAL ASSESSMENT

Lisa Lumbar, 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 September 2020 and estimated budget vs actual.

Ms. Lumbar noted that there were no additional construction projects approved since the August board meeting.

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

2. RULES OF PROCEDURE FOR BOARD MEETINGS, SECTION 1-1.011 PUBLIC COMMENT AMENDMENT

Diego "Woody" Rodriguez, General Counsel, detailed the revisions to the Rules of Procedure for Board Meetings, public comment section. The amendments consist of: process to sign up to speak; amount of time allotted to speakers; public comments received in advance of meeting; and use of audio and visual aids and distribution of materials.

The Board Members asked questions, which were answered by Mr. Rodriguez.

A motion was made by Commissioner Arrington and seconded by Commissioner VanderLey to approve the adoption of Resolution and Amendment of the Central Florida Expressway Authority's Rules of Procedure for Board Meetings. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

3. TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY MEMORANDUM OF UNDERSTANDING FOR E-ZPASS TRANSACTIONS PROCESSING

Laura Kelley, Executive Director, detailed the history of how CFX joined the E-ZPass group. She explained that Tampa Hillsborough Expressway Authority would like to pass E-ZPass transactions through CFX, so that Tampa can accept E-ZPass as well.

Joe Waggoner, Executive Director, for the Tampa Hillsborough Expressway Authority, explained the benefits to customers if the Memorandum of Understanding is approved.

A motion was made by Ms. Herr and seconded by Commissioner Parks to approve the Memorandum of Understanding with the Tampa Hillsborough Expressway Authority (“THEA”) for CFX to process THEA’s E-ZPass transactions to further enhance tolling interoperability for customers. The motion carried unanimously with all nine (9) board members in attendance voting AYE by voice vote.

G. BOARD MEMBER COMMENT

There was no board member comment.

H. ADJOURNMENT

Chairman Carey adjourned the meeting at 9:26 a.m.

Brenda Carey
Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2020.

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

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

LAST NAME—FIRST NAME—MIDDLE NAME VanderLey, Betsy Kay		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Central Florida Expressway Authority	
MAILING ADDRESS 4974 ORL Tower Road		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Orlando	COUNTY Orange	<input type="checkbox"/> CITY	<input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED 09/10/2020		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * *

ELECTED OFFICERS:

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

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

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

* * * * *

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Betsy Kay VanderLey, hereby disclose that on September 10, 20 20 :

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

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

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

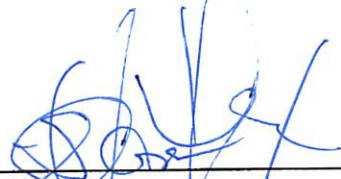
Item 1 on the Consent Agenda for the Central Florida Expressway Authority Board Meeting held on September 10, 2020 is for the Approval of Supplemental Agreement No. 1 with Johnson, Mirmiran and Thompson, Inc. as CFX Owner's Representative for the I-4/SR408 Ultimate Interchange and the Coordination for the Planned Brightline Construction along SR 528, Project Nos. 408-312B, 528-915, Contract No. 001399. DRMP, Inc. is listed as a subconsultant in this agreement.

A Limited Liability Corporation which I manage had been providing business development services to DRMP, Inc until recently. While the provisions in Chapter 112, Florida Statutes, regarding abstention from voting on actual conflicts, no longer apply, the Central Florida Expressway Authority has adopted a Code of Ethics which requires that a Board Member disclose and abstain from a vote that "will benefit any person with whom the Board member knowingly was a business associate in the previous two-year period." Specifically see PART 6- DISCLOSURE; ABSTAINING FROM VOTE DUE TO APPARENT CONFLICT OF INTEREST; EXCEPTIONS.

As such, I am disclosing the potential conflict pursuant to the CFX Code of Ethics and abstaining from voting on Item 1 of the Consent Agenda.

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.

09/10/2020
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 October 8, 2020

ADMINISTRATIVE SERVICES

1. Approval of Fourth Contract Renewal with Rubin, Turnbull & Associates, Inc. for Advocacy and Consultant Services, Contract No. 001382 (Agreement Value: \$90,000.00)

CONSTRUCTION

2. Approval of Construction Contract Modifications on the following projects:
 - a. Project 599-524 Precision Contracting Services, Inc. (\$ 127,805.18)
 - b. Project 417-134 Hubbard Construction Co. \$ 360,578.11
 - c. Project 429-316A Jr. Davis Construction Co., Inc. (\$ 148,202.21)
3. Approval of Contract Award to KCCS, Inc. for Construction Engineering and Inspection Services for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150, Contract No. 001637 (Agreement Value: \$7,500,000.00)
4. Approval of Contract Award to Greenfield Diversified, LLC d/b/a Consulex for Systemwide Coatings Consultant, Contract No. 001706 (Agreement Value: not-to-exceed \$1,500,000.00)

ENGINEERING

5. Approval of Supplemental Agreement No. 4 with TLP Engineering Consultants, Inc. for SR 417 Widening from International Drive to John Young Parkway – Post Design Services, Project No. 417-141, Contract No. 001312 (Agreement Value: not-to-exceed \$667,145.60)
6. Approval of Supplemental Agreement No. 4 with RS&H, Inc. for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142, Contract No. 001313 (Agreement Value: not-to-exceed \$92,161.96)
7. Approval of Contract Award to DRMP, Inc. for Design Services for SR 516 Lake/Orange Expressway – Segment 3, Project No. 516-238, Contract No. 001671 (Agreement Value: \$9,200,000.00)
8. Approval of Contract Award to Southern Development & Construction, Inc. for SR 417 Pond Modifications North of Berry Dease Road & SR 528 and SR 417 Guardrail Upgrades, Project Nos. 417-162 & 528-166, Contract No. 001725 (Agreement Value: \$1,047,740.00)

FINANCE

9. Approval of Second Contract Renewal with Moore Stephens Lovelace P.A. for External Auditing Services, Contract No. 001241 (Agreement Value: \$81,900.00)

MAINTENANCE

10. Approval of First Contract Renewal with Infrastructure Corporation of America for Facilities Maintenance Services, Contract No. 001150 (Agreement Value: \$2,207,407.21)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

11. Approval of Turtle Infrastructure Partners LLC as a Subcontractor for Infrastructure Corporation of America for SR 429/SR 414 Roadway and Bridge Maintenance Services, Contract No. 001152
12. Approval of Volkert, Inc. as a Subconsultant for Kisinger Campo & Associates, Corporation for Systemwide Bridge Inspection Services, Contract No. 001527
13. Approval of Second Contract Renewal with Chapco Fence LLC for Fence Repair Services along the Poinciana Parkway, Contract No. 001556 (Agreement Value: \$30,000.00)

TECHNOLOGY/TOLL OPERATIONS

14. Approval of Purchase Order to SHI International Corp. for Microsoft Dynamics and Power BI Licenses (Agreement Value: not-to-exceed \$440,300.94)
15. Approval of Purchase Order to SHI International Corp. for Checkmarx Licenses (Agreement Value: not-to-exceed \$64,243.62)
16. Approval of First Contract Renewal with Cygiant, Inc. for Security Monitoring Services, Contract No. 001626 (Agreement Value: \$73,948.50)

TRAFFIC OPERATIONS

17. Approval of RS&H, Inc. as a Subconsultant for AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215

The following items are for information only:

- A. The following is a list of advertisement(s) from September 3, 2020 through October 5, 2020:
 1. Insurance Broker Services
 2. 429-152: SR 429 Widening from Florida's Turnpike to West Road – CEI Services

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

- B. The following is a list of anticipated advertisements (3-4 month look ahead)
 1. 528-168: SR 528 Widening From Goldenrod Road to Narcoossee Road – Design
 2. 417-142: SR 417 Widening From John Young Parkway to Landstar Boulevard – Construction
 3. 417-149: SR 417 Widening From Landstar Boulevard to Boggy Creek Road – Construction
 4. 417-150: SR 417 Widening From Narcoossee Road to SR 528 – Construction
 5. 417-751: SR 417 and SR 528 Bridge Bearings Replacement – Construction
 6. 599-419: SR 408, SR 429, and SR 414 Air Conditioning Replacements – Construction
 7. 528-757: SR 528 Farm Access Road Bridge #1 Removal – Construction
 8. 599-759: South Access Road Slope Repair – Construction
 9. 414-640: SR 414 Guide Sign Replacement – Construction
 10. 599-416A: McCoy Road Facility Water Line Installation

11. 599-416B: McCoy Road Facility Sewer Line Installation
12. 408-831: 408/417 Interchange Landscape
13. 408-830: SR 408 from SR 417 to Alafaya - Landscape
14. SR 429 Widening West Road to SR 414 – CEI Services
15. SR 417 Widening Boggy Creek Road to Narcoossee Road – CEI Services
16. Advocacy Services
17. Appraiser Services
18. Disclosure Counsel
19. Procurement Card Services
20. Financial Management System Software and Implementation Services

CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Fourth Contract Renewal with Rubin, Turnbull & Associates, Inc. for
Advocacy and Consultant Services
Contract No. 001382

Board approval is requested for the fourth renewal of the referenced contract with Rubin, Turnbull & Associates, Inc. in the amount of \$90,000.00 for one year beginning on January 1, 2021 and ending December 31, 2021. The original contract was for six months with renewal options.

The service to be performed under this renewal includes assisting CFX with ongoing opportunities with the State and upcoming legislative issues.

Original Contract	\$ 45,000.00
First Renewal	\$ 45,000.00
Second Renewal	\$ 90,000.00
Third Renewal	\$ 90,000.00
Fourth Renewal	<u>\$ 90,000.00</u>
Total	\$360,000.00

This contract is included in the OM&A Budget.

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 001382**

THIS CONTRACT RENEWAL NO. 4 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of October 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Rubin, Turnbull & Associates, Inc., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on December 17, 2017, CFX and the Consultant entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Consultant to provide advocacy and consultant services.

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 Consultant agree to exercise the fourth 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 Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to \$90,000.00 (“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.

RUBIN, TURNBULL & ASSOCIATES, 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 AGREEMENT NO. 3
CONTRACT NO. 001382

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

WITNESSETH

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

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

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

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

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

THE RUBIN GROUP

BY: _____

Authorized Signature

Title: Chairman

ATTEST: _____

Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____

Director of Procurement



If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL:
AS TO FORM

General Counsel for CFX

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

20 DEC 18 AM 10:55

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

WITNESSETH

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

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

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

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

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

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

THE RUBIN GROUP

BY: [Signature]
Authorized Signature

Title: President

ATTEST: [Signature] (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

LEGAL APPROVAL: [Signature]
AS TO FORM General Counsel for CFX
12/20/18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001382

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

WITNESSETH

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

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

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

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

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

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

THE RUBIN GROUP

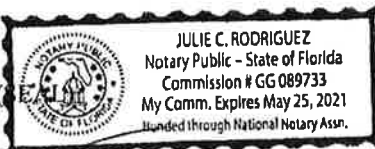
BY: [Signature]
Authorized Signature

Title: President

ATTEST: [Signature]
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement



If Individual, furnish two witnesses:

Witness (1) [Signature]

Witness (2) [Signature]

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

2018 APR 18 AM 11:06

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

2017 DEC 26 PM 2:34

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

WITNESSETH:

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

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

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

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

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

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

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

1. RECITALS

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

2. ADOPTION OF THE STATE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ADDITIONAL TERMS REQUIRED BY CFX

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

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

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

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

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

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

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

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

3.6 CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Article VI – Liability
- (b) Article VI – Ownership of Work Product

- (c) Article IX – Guarantees and Warranty
- (d) Article X – Examination of Records
- (e) Article XIII - Public Records
- (f) Paragraph 3.11 on Laws and Venue.

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

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

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

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

[SIGNATURES TO FOLLOW]

THE RUBIN GROUP, INC.

By: Mike D.L.

Title: President

Attest: Carmon M. Reibel (Seal)

Date: 12/22/17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:  12/29/17
Director of Procurement

2017 DEC 26 PM 2:35

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

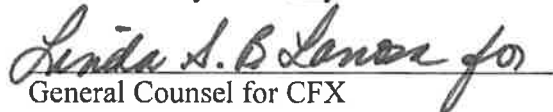

General Counsel for CFX

EXHIBIT "A"

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

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

FLORIDA VIRTUAL SCHOOL CONSULTING AGREEMENT

Master Service Agreement for Professional Services	MSA NO.: RFQ-2013-7020-9003-LM
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1. This Agreement is entered into between FLVS and the Contractor named below:

Entity Name Florida Virtual School	(hereafter called FLVS)
---------------------------------------	-------------------------

Contractor's Name The Rubin Group	(hereafter called Contractor)
--------------------------------------	-------------------------------

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

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

Name: Star Kraschinsky Title: Director, External Affairs Email: skraschinsky@flvs.net Telephone: 407.613.3456	
--	--

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

Attachment 1 – FLVS Consultant Agreement Terms and Conditions for Services

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

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

5. **Consultant**

Consultant's Name The Rubin Group		
By (Authorized Signature) <i>William D. Rubin, President</i>	Date Signed 9/12/13	
Printed Name and Title of Person Signing William D. Rubin	Telephone: 954.467.3993	Fax: 954.527.9348
Address: 450 East Las Olas Boulevard, Suite 1250 Fort Lauderdale, FL 33301		Email: rubinw@rubingroup.com

6. **FLVS**

FLVS Name Florida Virtual School		
By (Authorized Signature) <i>Star L. Kraschinsky</i>	Director External Affairs	Date Signed 9-16-13
Printed Name and Title of Person Signing Star L. Kraschinsky		
Address: 2345 Metrocenter Blvd. Suite 200, Orlando, FL 32835		

Holly Sagues Chief Policy Officer

Holly Sagues

9/16/13

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

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

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

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

Article I - Character and Extent of Services

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

The CONSULTANT will:

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

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

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

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

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

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

A. Legislative Representation

1. While the Florida Legislature (the "Legislature") is in session, attend all sessions and review and report on all pending legislation affecting FLVS directly or indirectly. This review shall also include all pre-legislative session committee meetings, hearings, and conferences.
2. Prepare and develop legislative filings as required in the proper form to be proposed for adoption by the Legislature.
3. Seek advice from FLVS staff members, in conjunction with other consultants, with the respect to the information necessary for the proper presentation of FLVS's views, needs, and requirements to be presented by the Consultant before the various legislative committees and other governmental bodies.
4. Attend all necessary committee meetings, workshops, and legislative sessions for the purpose of monitoring and affecting, as appropriate, the passage or defeat of those bills identified as bills of interest.
5. Arrange conferences between FLVS staff members and appropriate members of the Legislature, the Governor of the State of Florida, the members of the Florida Cabinet and /or their respective aides and staff.
6. Coordinate FLVS's legislative activities with the activities of other groups with similar interest including school districts, legislative advocates for school choice and other selected associates that are involved in the legislative process.
7. Advocate the passages of legislation which FLVS identifies as being in FLVS's best interest, including but not limited to maximizing education funding for virtual education.

B. Regulatory Representation

1. Advancing request for funding for various educational projects to the the Florida Legislature, Executive Branches and other governmental agencies and alternative state funding sources.
2. Seeking to maximize sale appropriations for the then current fiscal year for projects that are in Florida Virtual School's best interest.
3. Advance long-term initiatives and state policy that will benefit Florida Virtual School.

Article II - Period of Performance

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

Article III - Compensation

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

Article IV - Payment and Invoicing

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

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

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

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

Article V - Assignment and Subcontracting

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

Article VI - Liability

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

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

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

Article VII - Ownership of Work Product

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

Article VIII - Independent Contractor Relationship

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

Article IX - Guarantees and Warranty

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

Article X - Examination of Records

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

Article XI - Entire Agreement and Amendments

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

Article XII - Attorney's Fee

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

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

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

Article XIII – Public Records

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

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

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



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

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

1. WHEREAS, section 2. Maximum Amount of this Contract shall be increased by \$24,000.00 with the new total of the contract being \$84,000.00.
2. WHEREAS, section 3. Authorized Person to Receive Contract/Approval Notices for FLVS will be changed to Holly Sagues, Executive Director, Governmental Affairs & Strategic Solutions.
3. WHEREAS, Article III-Compensation reads \$6,000.00 per month for ten (10) months shall now read as follows: \$7,000.00 for twelve (12) months.
4. WHEREAS, Article XIII-Public Records shall be replace with the new Public Records Act as follows: **Public Records**. Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the BOARD all public records in possession of the Contractor upon termination of the Agreements and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD.

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

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

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

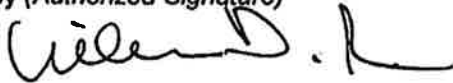
ACKNOWLEDGED AND AGREED BY:

Contractor

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

THE RUBIN GROUP, INC.

By (Authorized Signature)



Date Signed

8/11/2015

Printed Name and Title of Person Signing

WILLIAM D. RUBIN / PRESIDENT

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

FLVS

FLVS Name

By (Authorized Signature)



Date Signed

8/5/15

Printed Name and Title of Person Signing

RONALD BLOCKER / PRESIDENT CEO

Address

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

2017 DEC 26 PM 2:35

FLORIDA VIRTUAL SCHOOL CONSULTING AGREEMENT

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

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

Entity Name Florida Virtual School	(hereafter called FLVS)
--	-------------------------

Contractor's Name The Rubln Group	(hereafter called Contractor)
---	-------------------------------

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

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

Name: Holly Sagues Title: Executive Director, Policy & Accountability Email: hsagues@flvs.net Telephone: 407.513.3316	
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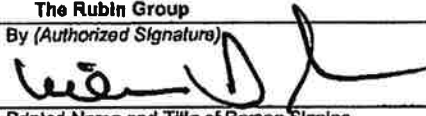
4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1 – FLVS Consultant Agreement Terms and Conditions for Services

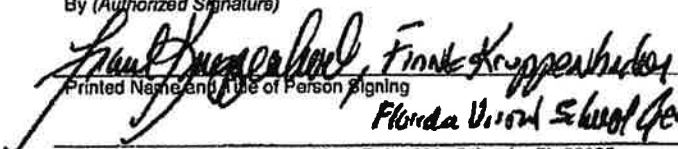
Authorized Contractor representative(s) has read the foregoing document and, by executing this Amendment 2 to the Master Service Agreement, agree and accept such terms effective as of the date indicated below the Contractor's signature

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

5. **Consultant**

Consultant's Name The Rubln Group		
By (Authorized Signature) 	Date Signed 10/3/16	
Printed Name and Title of Person Signing WILLIAM D. RUBIN, PRESIDENT	Telephone: 954.467.3993	Fax: 954.527.9348
Address: 450 East Las Olas Boulevard, Suite 1250 Fort Lauderdale, FL 33301		Email: rublnw@rublingroup.com

6. **FLVS**

FLVS Name Florida Virtual School	
By (Authorized Signature) 	Date Signed 9-22-14
Printed Name and Title of Person Signing Florida Virtual School Counselor	
Address: 2145 Metrocenter Blvd. Suite 200, Orlando, FL 32835	

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

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

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

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

Article I - Character and Extent of Services

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

The CONSULTANT will:

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

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

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

SCOPE OF SERVICES TO BE PROVIDED

A. Legislative Representation

1. While the Florida Legislature (the "Legislature") is in session, attend all sessions and review and report on all pending legislation affecting FLVS directly or indirectly. This review shall also include all pre-legislative session committee meetings, hearings, and conferences.
2. Prepare and develop legislative filings as required in the proper form to be proposed for adoption by the Legislature.
3. Seek advice from FLVS staff members, in conjunction with other consultants, with the respect to the information necessary for the proper presentation of FLVS's views, needs, and requirements to be presented by the Consultant before the various legislative committees and other governmental bodies.
4. Attend all necessary committee meetings, workshops, and legislative sessions for the purpose of monitoring and affecting, as appropriate, the passage or defeat of those bills identified as bills of interest.
5. Arrange conferences between FLVS staff members and appropriate members of the Legislature, the Governor of the State of Florida, the members of the Florida Cabinet and /or their respective aides and staff.
6. Coordinate FLVS's legislative activities with the activities of other groups with similar interest including school districts, legislative advocates for school choice and other selected associates that are involved in the legislative process.
7. Advocate the passages of legislation which FLVS identifies as being in FLVS's best interest, including but not limited to maximizing education funding for virtual education.

B. Regulatory Representation

1. Advancing request for funding for various educational projects to the Florida Legislature, Executive Branches and other governmental agencies and alternative state funding sources.
2. Seeking to maximize appropriations for the then current fiscal year for projects that are in Florida Virtual School's best interest.
3. Advance long-term initiatives and state policy that will benefit Florida Virtual School.

Article II - Period of Performance

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

Article III - Compensation

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

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

Article IV - Payment and Invoicing

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

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

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

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

Article V - Assignment and Subcontracting

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

Article VI - Liability

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

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

Article VII - Ownership of Work Product

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

Article VIII - Independent Contractor Relationship

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

Article IX - Guarantees and Warranty

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

Article X - Examination of Records

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

Article XI - Entire Agreement and Amendments

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

Article XII - Attorney's Fee

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

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

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

Article XIII - Public Records

1. Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board of Trustees (hereinafter referred to as "BOARD") in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the BOARD all public records in possession of the Contractor upon termination of the Agreements and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD.

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

Article XIII – Renewal

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

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



FLORIDA VIRTUAL SCHOOL
Amendment 3

2017 DEC 26 PM 2:36

To:
Professional Services
RFQ-2013-7020-9003-LM

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

WITNESSETH

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

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

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

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

1. The parties agree that, except as modified herein, the terms and conditions of the Agreement remain in full force and effect.
2. This Third Amendment extends the existing term of the Agreement beginning July 1, 2017 to extend through to June 30, 2018.
3. This Amendment hereby adds Article XV - Thirty Day Termination Clause with the condition that either party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other party.

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

ACKNOWLEDGED AND AGREED BY:

Contractor: The Rubin Group	
By (Authorized Signature) 	Date Signed 6-21-17
Printed Name and Title of Person Signing: William D. Rubin	
Address: 450 East Las Olas Boulevard, Suite 1250 Fort Lauderdale FL33301	
FLVS: Florida Virtual School	
By (Authorized Signature) 	Date Signed 6/19/17
Printed Name and Title of Person Signing: Mr. Frank Kruppenbacher; General Counsel	
Address: 2745 Metrocenter Blvd, Suite 100, Orlando, FL 32835	

FLVS, 15 of 15

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

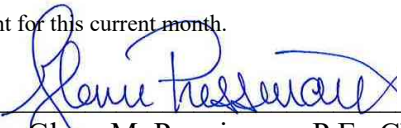
DATE: September 20, 2020

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 (\$) October 2020	Total Amount (\$) to Date*	Time Increase or Decrease
599-524	Precision Contracting Services, Inc.	Network Phase II	\$ 1,289,307.25	\$ 43,970.00	\$ (127,805.18)	\$ 1,205,472.07	0
417-134	Hubbard Construction Co.	SR 417 Widening, Econlockhatchee Canal to Aloma Ave.	\$ 44,810,996.19	\$ 422,197.80	\$ 360,578.11	\$ 45,593,772.10	0
429-316A	Jr. Davis Construction Co., Inc.	SR 429 Stonybrook West Parkway Interchange	\$ 10,823,189.37	\$ -	\$ (148,202.21)	\$ 10,674,987.16	0
TOTAL					\$	84,570.72	

* Includes Requested Amount for this current month.

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

Project 599-524: Network Phase II
Precision Contracting Services, Inc.
SA 599-524-1020-02

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:

Fiber Optic Cable, 12 SM Fiber, F&I	\$ 10,519.95
Fiber Optic Cable, 72 SM Fiber, F&I	\$ 142,328.25
Fiber Optic Cable, Existing-Withdraw & Relocate	\$ 18,972.00
Fiber Optic Splice Enclosure, 72 Splice, F&I	\$ 11,475.00
Existing Fiber Optic Splice Enclosure Re-Entry	\$ 10,175.00
Fiber Optic Patch Panel, 12 Port, F&I	\$ 4,380.00
Fiber Optic Patch Panel, 12 Port, Remove	\$ 75.00
Closet Connector Housing Panel w/ Factory Terminated Pigtails, F&I	\$ 6,525.00
	<u>\$ 204,450.20</u>

DECREASE THE FOLLOWING ITEMS:

Training for Fiber Optic Network	\$ (2,500.00)
Fiber Optic Cable Inventory	\$ (5,250.00)
Fiber Optic Splice Housing Inventory	\$ (6,510.00)
Fiber Optic Splice Enclosure, 144 Splice, F&I	\$ (52,820.00)
Fiber Optic Fusion Splice	\$ (108,000.00)
Ethernet Media Converter, F&I	\$ (7,980.00)
Cut-To-Length Fiber Optic Jumper, F&I	\$ (300.00)
Gigabit Ethernet Field Switch, Remove	\$ (150.00)
Dispute Review Board Allowance	\$ (10,000.00)
Work Order Allowance	\$ (138,745.38)
	<u>\$ (332,255.38)</u>

TOTAL AMOUNT FOR PROJECT 599-524 \$ (127,805.18)

**Project 417-134: SR 417 Widening, Econlockhatchee Canal to Aloma Ave.
Hubbard Construction Co.
SA 417-134-1020-08**

Additional Surge Protection Devices & Circuit Breakers, SR 417

Install surge protection devices and 20 AMP circuit breakers at 11 safety circuit breaker panels along SR 417.

ADD THE FOLLOWING ITEM:

Additional Surge Protection Devices & Circuit Breakers, SR 417	\$ 10,598.05
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Modify Existing Contract Pay Items

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

INCREASE THE FOLLOWING ITEMS:

Changeable Variable Message Sign, Temp	\$ 2,610.50
Limerock Base, Base Group 4, 6" LBR 100, w/ Prime	\$ 26,385.84
Limerock Base, Base Group 9, 10" LBR 100, w/ Prime	\$ 34,444.95
Limerock Base, Base Group 10, 11" LBR 100, w/ Prime	\$ 9,595.30
Superpave Asphaltic Concrete, Traffic B	\$ 15,209.60
Superpave Asphaltic Concrete, Traffic C	\$ 58,378.31
Superpave Asphaltic Concrete, Traffic D	\$ 54,687.50
Superpave Asphaltic Concrete, Traffic B, PG 76-22	\$ 4,457.64
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$ 75,273.06
Asphaltic Concrete Friction Course incl. Bit/PG 76-22, FC-5	\$ 130,008.77
Miscellaneous Asphaltic Pavement	\$ 17,987.16
Barrier Wall, Concrete, Removal	\$ 6,515.00
Double Faced Guardrail, Roadway	\$ 2,200.00
Rub Rail for Guardrail, Single Sided Rub Rail	\$ 700.00
Temporary Fiber Optic Cable, 12 SM Fiber, F&I	\$ 1,178.22
Temporary Fiber Optic Cable, 72 SM Fiber, F&I	\$ 1,722.24
Temporary Fiber Optic Splice Enclosure	\$ 4,337.40
Temporary Fiber Optic Splice	\$ 3,159.20
Temporary Fiber Optic Conduit, 1-1" HDPE SDR 11, Trench or Plow	\$ 365.00
Temporary Fiber Optic Conduit, 2-1" HDPE SDR 11, Trench or Plow	\$ 1,337.70
Temporary Fiber Optic Conduit, 4" HDPE SDR 11 w/ 2-1" HDPE SDR 11, Directional Bore	\$ 849.52
Multi-Post Sign, Relocate	\$ 2,041.57
Sign Panel, F&I, Overhead Mount, 301-400 SF w/ Lighting	\$ 16,651.88
Pavement Marking, Preformed Tape, HP, White, Solid, 8"	\$ 658.69
Pavement Marking, Preformed Tape, HP, White, Skip 3'-12', 12"	\$ 39.03
Pavement Marking, Preformed Tape, HP, Yellow, Solid, 6"	\$ 198.11
Pavement Marking, Preformed Tape, HP, Contrast, Solid, 9"	\$ 4,261.19
	\$ 475,253.38

DECREASE THE FOLLOWING ITEMS:

Superpave Asphaltic Concrete, Traffic C, PG 76-22	\$ (5,660.03)
Asphaltic Concrete Friction Course, Traffic C incl. Bit/PG 76-22, FC-12.5	\$ (6,825.64)
Video Existing Storm Drain Pipes	\$ (2,299.06)
Desilting Pipe, 0"-24"	\$ (5,612.15)
Desilting Pipe, 25"-36"	\$ (3,514.80)
Guardrail, Roadway	\$ (42,211.00)
Guardrail Bridge Anchorage Assembly	\$ (4,200.00)
Guardrail, Removal	\$ (198.00)
Guardrail Concrete Barrier Anchorage Assembly	\$ (8,400.00)
Inspector Training for Traffic Monitoring Station	\$ (3,739.77)

Inspector Training for Dynamic Message Signs	\$	(9,124.10)
Inspector Training for Fiber Optic Network	\$	(6,731.07)
Inspector Training for System Auxiliaries	\$	(3,739.77)
Pavement Marking, Preformed Tape, HP, White, Solid, 18"	\$	(275.00)
Pavement Marking, Preformed Tape, HP, Contrast, Skip 10'-30', 9"	\$	(1,452.86)
Temporary Doghouse Fiber Optic Manhole, 4'x6.5"x6.5"	\$	<u>(21,290.07)</u>
	\$	(125,273.32)

Subtotal: Modify Existing Contract Pay Items	\$	349,980.06
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<u>TOTAL AMOUNT FOR PROJECT 417-134</u>	\$	<u>360,578.11</u>
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Project 429-316A: SR 429 Stoneybrook West Parkway Interchange
Jr. Davis Construction Co., Inc.
SA 429-316A-1020-01

Additional Temporary Retaining Wall Costs

Add pay item for additional cost pertaining to the installation of H-pile, additional sheet piling, embankment, testing and design for the temporary retaining wall.

ADD THE FOLLOWING ITEM:

Additional Temporary Retaining Wall Costs \$ 478,368.37

Reduction of Maintenance of Traffic

Reduce the cost of maintenance of traffic due to an alternate traffic control plan submitted by the Contractor as a cost savings initiative.

ADD THE FOLLOWING ITEM:

Reduction of Maintenance of Traffic \$ (258,390.85)

DECREASE THE FOLLOWING ITEMS:

Type B Stabilization	\$ (41,449.25)
Superpave Asphaltic Concrete, Traffic D, PG 76-22	\$ (134,750.00)
Asphalt Concrete Friction Course, incl. Bit, FC-5, PG 76-22	\$ (64,400.00)
Milling Existing Asphalt Pavement, 1 1/2", Avg Depth	\$ (10,803.50)
Milling Existing Asphalt Pavement, 2 1/4", Avg Depth	\$ (29,704.20)
Ground-In Rumble Strips, 16"	\$ (3,130.38)
Performance Turf, Sod	\$ (83,942.40)
	\$ (368,179.73)

Subtotal: Reduction of Maintenance of Traffic \$ (626,570.58)

TOTAL AMOUNT FOR PROJECT 429-316A \$ **(148,202.21)**

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Contract Award to KCCS, Inc. for
Construction Engineering and Inspection (CEI) Services for SR 417 Widening
from Narcoossee Road to SR 528
Project No. 417-150, Contract No. 001637

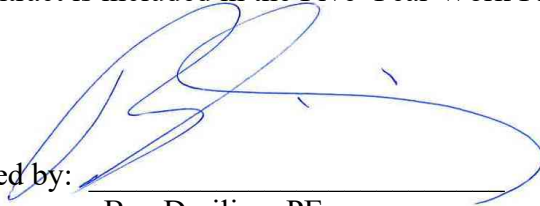
The Board approved on March 12, 2020, the final ranking and authorization to negotiate with firms for the CEI Services for SR 417 Widening from Narcoossee Road to SR 528.

The work will consist of providing CEI services related to the construction of SR 417 widening from Narcoossee Road to SR 528.

Board award of the contract to KCCS, Inc. is requested in the amount of \$7,500,000.00.

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
KCCS, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
SR 417 WIDENING FROM NARCOOSSEE ROAD TO SR 528**

PROJECT NO. 417-150

CONTRACT NO. 001637

**CONTRACT DATE: OCTOBER 8, 2020
CONTRACT AMOUNT: \$7,500,000.00**

**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 NARCOOSSEE ROAD TO SR 528
PROJECT NO. 417-150**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001637

OCTOBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001637, PROJECT NO. 417-150**

THIS AGREEMENT, made and entered into this 8th day of October 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 KCCS, Inc., hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 111 N. Magnolia Avenue, Suite 1050, 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 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001637, SR 417 Widening from Narcoossee Road to SR 528. 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. 001637 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:

AE Engineering, Inc.	Ardaman & Associates, Inc.
Civil/Site Engineering, Inc.	EAC Consulting, Inc.
GRL Engineers, Inc.	Jones, Woods & Gentry, Inc.
Mehta & Associates, Inc.	PI 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 \$7,500,000.00. 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 111 N. Magnolia Avenue, Suite 1050, Orlando, FL 32801.

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: KCCS, Inc.
111 N. Magnolia Avenue, Suite 1050
Orlando, FL 32801
Attn: Antonio Rodriguez, P.E.

KCCS, Inc.
111 N. Magnolia Avenue, Suite 1050
Orlando, FL 32801
Attn: Dewey Martin, PE

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", Project Location Map
- Exhibit "F", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 417-150
Contract No. 001637

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 October 8, 2020.

KCCS, INC.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Aneth Williams, Director of Procurement

Title: _____

Print Name: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

Diego "Woody" Rodriguez
General Counsel for CFX

**SCOPE OF SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION
(CEI) SERVICES**

SR 417 WIDENING FROM NARCOOSSEE RD TO SR 528

PROJECT 417-150, CONTRACT NO. 001637

**EXHIBIT "A"
SCOPE OF SERVICES**

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. 001637, S.R. 417 Widening from Narcoossee Road to SR 528, Project No. 417-150.

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.

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: September 22, 2020

SUBJECT: Approval of Contract Award to Greenfield Diversified, LLC d/b/a Consulex
for Systemwide Coatings Consultant
Contract No. 001706

Letters of Interest for the above referenced project was advertised on June 28, 2020. Two responses were received by the July 14, 2020 deadline. As required by the Procurement Procedures Manual, the Director of Procurement met with the Project Manager and the Chief of Infrastructure to review options when less than three bids are received. After discussion and consideration, it was agreed that the project should be re-bid. Four responses were received on August 19, 2020. Those firms were Greenfield Diversified, LLC d/b/a/ Consulex, Greenman-Pedersen, Inc., KTA-Tator, Inc. and Pond and Company.

The Evaluation Committee met on August 26, 2020, and after reviewing the technical proposals shortlisted Greenfield Diversified, LLC d/b/a Consulex, Greenman-Pedersen, Inc., and KTA-Tator, Inc.

The Technical Committee heard and scored oral presentations on September 22, 2020. After the oral presentations were completed, the Committee prepared its final ranking, and the result is shown below:

Ranking	Firm
1	Greenfield Diversified, LLC d/b/a Consulex
2	Greenman-Pedersen, Inc.
3	KTA-Tator, Inc.

Board award of the contract to Greenfield Diversified, LLC d/b/a Consulex in a not-to-exceed amount of \$1,500,000.00 for a three year term with two one-year renewals is requested.

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

Reviewed by:


Ben Dreiling, PE
Director of Construction


Glenn Pressimone, PE

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GREENFIELD DIVERSIFIED, LLC D/B/A CONSULEX**

SYSTEMWIDE COATINGS CONSULTANT

CONTRACT NO. 001706

CONTRACT DATE: OCTOBER 8, 2020

CONTRACT AMOUNT: \$1,500,000.00

**AGREEMENT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, AND
POTENTIAL CONFLICT DISCLOSURE FORM**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS
OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND POTENTIAL
CONFLICT DISCLOSURE FORM**

FOR

SYSTEMWIDE COATINGS CONSULTANT

CONTRACT NO. 001706

OCTOBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR SYSTEMWIDE COATING CONSULTANT SERVICES
CONTRACT NO. 001706**

THIS AGREEMENT, made and entered into this 8th day of October 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 III, Florida Statutes) hereinafter called “CFX” and Greenfield Diversified, LLC d/b/a Consulex, hereinafter called “CONSULTANT”, a Florida Limited Liability Company, registered and authorized to do business in the state of Florida, whose principal address is 960 North Cocoa Boulevard, Cocoa, FL 32922.

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

WITNESSETH:

1.0 SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI), Independent Assurance (IA), and associated technical services for concrete and steel coating systems. CFX has a core staff of management personnel and is seeking assistance from a Consultant who will provide support personnel and services on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Senior Engineer, Chief Scientist, Project Manager, Senior Coatings Inspector, Coatings Inspector, Senior Inspector, Inspector, Environmental Specialist, and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for design and construction.

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 Coating Consultant services for a variety of CFX projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

2.0 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 first task assignment. Renewal of this Agreement for up to two (2) one-year renewal periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs.

The CONSULTANT agrees to commence the scheduled services for each assigned project within ten (10) calendar days from the date specified in the written Notice to Proceed from the Director of Construction, which notice to proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

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:

AE Engineering, Inc.

Gannett Fleming, 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 \$1,500,000.00. 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 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 and determined by CFX, 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

Notwithstanding Paragraph 17, CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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 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 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.

8.0 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

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated for actual costs, as determined in **Exhibit "B"**, for work 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 retained by CFX.

The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted 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 its services rendered up to the time of any such termination in accordance with Paragraph 5.0 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 design professional 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 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 costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established, 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, Sovereign Immunity, 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 THIRD PARTY BENEFICIARY

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

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 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 Insurance Services Office (ISO) Form CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights

of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

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

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

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

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

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

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

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

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

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

15.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 6.0 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 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in the Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics, as it relates to work performed under this Agreement, which standards will be made a part of this Agreement by reference as though set forth in full. The CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

The CONSULTANT acknowledges that it has read CFX's Code of Ethics and the referenced statutes and to the extent applicable to the CONSULTANT, agrees to act in a manner that is consistent with CFX's Code of Ethics.

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 CONFLICT OF INTEREST

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

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

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 agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5). The obligations in Section 20.0, Inspector General, 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 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.

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: Greenfield Diversified, LLC d/b/a Consulex
960 North Cocoa Boulevard
Cocoa, FL 32922
Attn: Frank Rea, PCS

Greenfield Diversified, LLC d/b/a Consulex
960 North Cocoa Boulevard
Cocoa, FL 32922
Attn: Martin Benzaquen, 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", 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 October 8, 2020.

**GREENFIELD DIVERSIFIED, LLC
d/b/a CONSULEX**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Diego "Woody" Rodriguez

EXHIBIT “A”
SCOPE OF SERVICES
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EXHIBIT “A”
SCOPE OF SERVICES

SYSTEMWIDE COATINGS CONSULTANT

I. PURPOSE

CFX requires the services of a consultant in connection with Construction Engineering and Inspection (CEI), Independent Assurance (IA), and associated technical services for concrete and steel coating systems. CFX has a core staff of management personnel and is seeking assistance from a Consultant who will provide support personnel and services on an as-needed, per project basis. Support personnel required by CFX may include, but is not necessarily limited to, Senior Engineer, Chief Scientist, Project Manager, Senior Coatings Inspector, Coatings Inspector, Senior Inspector, Inspector, Environmental Specialist, and others deemed necessary and authorized by CFX on a variety of contracts scheduled to be awarded for design and construction.

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 will request Consultant services on an as-needed, per project basis as described below. There is no guarantee that any or all of the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the Consultant, as indicated below, 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.

The Consultant is one of several consultants who are under contract to CFX to provide support personnel for various design and construction projects. At least thirty (30) days before the notice to proceed is issued for a project, CFX will identify the consultant support personnel it will require by job classification and request from the consultants a list of resumes for available individuals. From these resumes, CFX will select the most qualified team and negotiate fees and expenses with that consultant. The intent of this process is to ensure that CFX has a resource pool of consultants who can provide qualified professional, technical and administrative personnel, in the required numbers and at the required times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

II. GENERAL REQUIREMENTS

The Consultant shall exercise its independent professional judgment in performing its obligations and responsibilities under the Contract.

The Consultant (or subconsultant) shall be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT. The Consultant shall be certified QP 5 by the SSPC: The Society for Protective Coatings.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction. (References to CFX's Director of Construction shall be taken to mean his designated representative as well.) The Contract term will be three (3) years with two 1-year renewal options.

Services to be provided by the Consultant will be initiated and completed as directed by CFX's Director of Construction for each Task Work Order Assignment authorized under the Contract.

The Director of Construction shall furnish the Consultant a Letter of Authorization for each Task Work Order outlining the services to be performed and the compensation to be paid for services authorized pursuant to the Scope of Services document attached to the Letter of Authorization. No payment for work performed shall be made to the Consultant unless a Letter of Authorization for that Task Work Order has been mutually agreed to in writing by CFX and Consultant (refer to the Method of Compensation).

For the duration of each project assigned under the Contract, the Consultant shall coordinate closely with CFX to minimize rescheduling of Consultant activities due to project delays or changes in scheduling of project activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the notice to proceed to the construction contractor and fifteen (15) days to demobilize after final acceptance by CFX of an assigned project.

IV. SERVICES

The Consultant will perform the following tasks in the conduct of the Agreement for each assigned project. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive. The required task(s) may vary by project and will be clearly identified prior to authorization.

A. General Construction Services

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 construction contractor and the corrective action taken. The work provided by the Contractor shall in no way relieve the construction contractor of responsibility for the satisfactory performance of the construction contract.

B. Inspection Services

The Consultant shall provide services to monitor the construction contractor's on-site construction operations as required to determine that the quality of workmanship and materials is such that the assigned project 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 construction contractor's daily operations, progress, and significant events that affect the work.

Services may include, but are not necessarily limited to the following:

1. Review of contractor's quality control plan, materials submittals (PDS and MSDS), and contractor's certifications.
2. Verify the qualifications of the contractor personnel in accordance with the Special Provisions.
3. Inspection and acceptance of all coating applications.
4. Provide technical support for any coatings issues.
5. Perform field testing services.

The standard procedures and practices of CFX for inspection of construction projects are set forth in CFX's Construction Project Administration Manual (CPAM) (cfxway.com). The Consultant shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Independent Assurance (IA) Services

Services may include, but are not limited to the following:

1. Perform random reviews of ongoing coating operations.
2. Generate reports of inspection staff performance and application procedures.
3. Require contractor procedures be adjusted as needed.
4. Audit and document surface preparation and coating application.

D. Technical Services

Services may include, but are not limited to the following:

1. Condition assessments on specified bridges.
2. Evaluation of corrosion utilizing SSPC Visual Standard No. 2; also report percent surface area and location of rust on the structure.
3. Evaluation of adhesion of existing coating system(s) in accordance with ASTM 3359, “Standard Test Methods for Measuring Adhesion by Tape Test”, Method A. Test a minimum of four locations per coating system.
4. Determine the dry film thickness of existing coating system in accordance with SSPC-PA2, “Measurement of Dry Paint Thickness with Magnetic Gages.
5. Identification of the generic type of paint (e.g. inorganic zinc primer, epoxy, polyurethane) for each coat of the existing system.
6. Determine presence, if any, of chloride contamination.
7. Notation of any other pertinent information, which facilitates determination of maintenance options and development of Special Provisions for Cleaning and Painting.
8. Determine maintenance options for the existing coating system(s).
9. Prepare project specific Special Provisions and plan notes.
10. Provide a detailed, comprehensive report with digital photographs.
11. Coordinate with CFX and the Engineer of Record (EOR).
12. Develop and maintain systemwide specifications and guidelines.

E. 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 assigned project is achieved; to maintain complete, accurate records of all activities and events relating to the assigned project; to properly document the significant changes to the assigned project; to provide, upon request, interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the assigned project; and to maintain an adequate level of surveillance of the construction contractor’s activities. The Consultant shall also perform any other management engineering services that are required to fulfill its responsibilities under the Contract. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services may include, but are not necessarily limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each assigned project. Record significant information and decisions made at this conference

and distribute copies of the 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 construction contractor's project construction schedule, prepared and submitted in accordance with the construction project's contract documents.
4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the assigned project and a record of the work completed by the construction 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 construction diary, including weather, appropriate for the type of construction being performed.
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 assigned 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 construction contractor and Consultant. Progress estimates shall 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 assigned 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 shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the construction contractor's survey layout work on an occasional and random basis.

9. If requested by CFX, provide to the construction contractor interpretations of the plans, specifications, and contract provisions. In such instances, the Consultant shall confer 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 construction 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 within the scope and intent of the original contract for an assigned project.
12. When it is determined that a modification to the original contract for an assigned project is required due to a necessary change in the character of the work, negotiate prices with the construction contractor and prepare and submit for approval by CFX a change proposal request in accordance with applicable procedures.
13. In the event that the construction contractor gives notice, either written or verbal, that it deems certain work to be performed is beyond the scope of the construction contract, and that it 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 construction contractor submits a claim for additional compensation on an assigned project, analyze the submittal and prepare a recommendation 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 construction contractor for a project submits a request for extension of the allowable contract time on an assigned project, analyze the request and prepare a 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 close out documentation for each assigned project, 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 construction 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 construction contractor and the Consultant of the marked record drawings; and similar project close out requirements. The Consultant shall complete this task within fifteen (15) calendar days after final acceptance by CFX of the assigned project (demobilization period).

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the Consultant's contract time in connection with an assigned project.
18. Monitor each assigned project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the construction contractor of any violations or potential violations and require the construction contractor's immediate resolution of the problem. Immediately report violations to CFX.
19. Track shop drawing/sample submittals and approvals for each assigned project. 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 shall review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the construction contractor is required to submit, only for conformance and compliance with the design concept of the assigned project as set forth by the construction contract documents.
20. Provide coordination between the construction contractor and utility companies to facilitate that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Maintain documentation in accordance with the procedures for the assigned project.
21. Attend weekly meetings with the respective contractor, subcontractors, and/or utility companies for each assigned project to review plans, schedules, problems, or other areas of concern. Prepare and transmit meeting minutes to CFX within two (2) days following the meeting.
22. Conduct and document field review for each assigned project of the maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features create a potential hazard to the public, notify the construction contractor's representative immediately and verify that corrective action is taken.
23. When needed to prevent delays in construction 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. When requested by CFX, perform Independent Assurance Services on work being performed by other CCEI or Materials Testing Consultants in accordance with CFX's IA Manual

V. PERSONNEL

A. General Requirements

The Consultant shall provide the required number of qualified personnel as necessary to effectively carry out its responsibilities under the Contract.

B. Personnel Qualifications

The Consultant shall use only competent personnel who are qualified by education, experience, and certification where required. When requested by CFX, the Consultant shall submit resumes detailing education, experience qualifications and certifications of personnel in the required job classifications that the Consultant is proposing for consideration for assignment to the construction project. Minimum qualifications for the Consultant's personnel are defined in Paragraph "E" of this Article.

C. Staffing

For each assigned Task Work Order the Consultant shall staff personnel as required 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 assigned project/task has been closed out. An individual on an assigned project whose performance is subsequently determined by CFX to be unsatisfactory shall be replaced by the Consultant within one (1) week after notification and shall not be proposed for future assignments unless authorized in writing by the Director of Construction.

Consultant personnel assigned to a project are considered by CFX to be committed to performing services under the Contract. Any changes will require written approval of CFX.

When the construction contractor's operations on a project diminish, CFX will direct an appropriate reduction, by job classification, in the Consultant's personnel. Such reduction of the Consultant's forces by CFX shall be accomplished within one (1) week after notification.

In the event of a construction contract suspension on an assigned project 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 shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for Consultant personnel. Personnel training and experience requirements will be reviewed and considered on an as-needed, per project basis.

1. Senior Project Engineer / Senior Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and six (6) years of highway construction engineering experience. Experience shall include at least five (5) years of major road or bridge 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 Senior Project Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

Qualification:

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications:

None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

2. Chief Scientist

Degree in related field with 20+ years of experience.

3. Project Manager

A Civil Engineering Degree plus four (4) years of engineering experience in construction and design of major road or bridge structures, or for non-degreeed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction and design of major road or bridge structures.

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 project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

FDOT Intermediate MOT
CTQP Final Estimates Level II

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

4. Senior Coatings Inspector

High School graduate plus six (6) years of satisfactory performance as a Coatings Inspector. Responsible for overall project documentation and record keeping. Perform inspections of surface preparation and coating work in accordance with the requirements of the contract documents. Verify the proper use and calibration of inspection instruments. Approve project specific inspection procedures. Planning, supervising, and reviewing subordinate inspection staff.

Qualifications:

NACE CIP Level III – Peer Review or SSPC BCI Level II
SSPC C-3 “Lead Paint Removal”
FDOT Intermediate MOT

5. Coatings Inspector

High School graduate plus two (2) years of satisfactory performance in coating inspection duties. Responsible for overall project documentation and record keeping. Perform inspections of surface preparation and coating work in accordance with the requirements of the contract documents. Verify the proper use and calibration of inspection instruments.

Qualification:

NACE CIP Level I or SSPC BCI Level I
SSPC C-3 “Lead Paint Removal”
FDOT Intermediate MOT

6. Senior Inspector/Senior Engineer Intern

High School graduate plus four (4) years of experience in construction inspection two (2) years of which shall have been in bridge and/or roadway 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 and

is responsible for coordinating and managing the lower level inspectors. Work is performed under general supervision of the Project Administrator. Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)
CTQP Asphalt Roadway Level I (If applicable)
CTQP Asphalt Roadway Level II (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Grouting Technician Level I (If applicable)
CTQP Post-Tensioning Technician Level I (If applicable)
FDOT Intermediate MOT
CTQP Final Estimates Level I Certifications:

Nuclear Radiation Safety

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

7. Inspector/Engineer Intern

High school graduate or equivalent plus two (2) years of experience in construction inspection, one year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable– required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within

one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

8. Environmental Specialist

A bachelor's degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a master's degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical or natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also, must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

VI. QUALITY ASSURANCE (QA) PROGRAM

A. Quality Reviews

The Consultant shall conduct semi-annual reviews to make certain its organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of the Contract. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Scope of Services. The semi-annual reviews shall be submitted to CFX in written form no later than one (1) month after the review.

On assigned projects with short duration (9 months or less), the Consultant shall perform an initial QA review within the first two (2) months of the start of construction.

B. QA Plan

Within thirty (30) days after execution of the Contract, the Consultant shall furnish a QA Plan to the Director of Construction. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to the Contract. Unless specifically waived, no payment will be made for any services until CFX approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. The Consultant shall keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

1. Organization: A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Contract. CFX, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
2. Quality Reviews: The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Contract requirements for services and products.
3. Quality Records: The Consultant shall outline the types of records which will be generated and maintained during the execution of its QA program.
4. Control of Subconsultants and Vendors: The Consultant shall detail the methods used to control subconsultants and vendor quality.
5. Quality Assurance Certification: An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with specifications, plans, standard indices, and CFX procedures.
6. Quality Records: The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under the Contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to CFX, upon request, during the term of the Contract. All records shall be kept at the primary job site and will be subject to audit review.

VII. 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.
- G. CFX Policy and Procedures Manual.
- H. CFX standardized forms to be used with documentation and reporting procedures.
- I. CFX General Specifications and Technical Specifications.

Unless otherwise stated by CFX at the time of the Task Authorization, the Consultant shall provide office space for its personnel to effectively carry out the requirements of this Scope of Services. Such office expenses will not be paid separately but will be included in the fees negotiated for each assigned project.

VIII. 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.

- A. FDOT Standard Specifications for Road and Bridge Construction, current edition.
- B. FDOT Design Standards, current edition.
- 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. 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.

- L. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required. Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.
- M. Project telephones and services, including long distance charges.
- N. CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- O. 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 Contract.
- P. The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- Q. Hard hats shall have the name of the consulting firm visibly displayed.
- R. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.
- S. The Consultant's handling of nuclear density gauges shall be in compliance with their license.
- T. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.
- U. Any additional equipment and furnishings considered by the Consultant to perform the required services are optional to the Consultant, at its expense.

IX. LIAISON

The Consultant shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on each assigned 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.

Upon confirmation of award of an assigned project and scheduled start, the Consultant shall be ready to assign personnel within two weeks after CFX's notification to the Consultant to begin the services. No personnel shall be assigned until written notification has been issued. Consultant personnel will generally be required at all times while the construction contractor is working on an assigned project.

X. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the term of the Contract, CFX will conduct reviews of the various phases and stages of the Consultant's operations.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this Scope of Services 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 provisions of the assigned project. 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 paid 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 shall 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.

XI. 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.

Subconsultant services will be paid in accordance with Exhibit "B".

XII. OTHER SERVICES

The Consultant shall, upon written authorization by CFX, perform any additional services not otherwise identified in this Scope of Services as may be required in connection with an assigned project. The following items are not included as part of the Contract but may be required to supplement the Consultant's services under the Contract.

- A. The Consultant shall, 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 for an assigned project.
- B. The Consultant shall, 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).
- C. The Consultant shall, upon written request by CFX, provide off-site inspection services.

XIII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for an assigned project submits a claim for additional compensation and/or time, and the Consultant has completed the terms of the Contract, 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 Contract.

XIV. INVOICING INSTRUCTIONS

Monthly invoices shall be submitted in a format and distribution schedule defined by CFX no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify CFX's Resident Engineer prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify CFX's Resident Engineer via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted with timesheets and other backup as appropriate. A Final Invoice will be submitted to CFX no later than the 30th day following Final Acceptance of the individual project or as requested by CFX.

XV. METHOD OF COMPENSATION:

All consultant and subconsultant services authorized by CFX will be paid for in accordance with Exhibit "B".

END OF SCOPE OF SERVICES

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Supplemental Agreement No. 4 with TLP Engineering Consultants, Inc. for SR 417 Widening from International Drive to John Young Parkway – Post Design Services
Project No. 417-141, Contract No. 001312

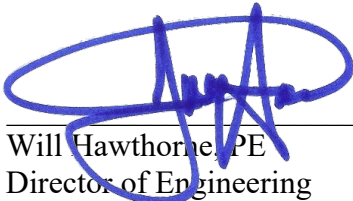
Board approval of Supplemental Agreement No. 4 with TLP Engineering Consultants, Inc. in a not-to-exceed amount of \$667,145.60 is requested. The original contract was for five years with five one-year renewals.

The services to be provided include Post Design Services associated with the constructions plans.

Original Contract	\$6,050,000.00
Supplemental Agreement No. 1	0.00
Supplemental Agreement No. 2	0.00
Supplemental Agreement No. 3	0.00
Supplemental Agreement No. 4	<u>\$ 667,145.60</u>
Total	\$6,717,145.60

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

Reviewed by:



Will Hawthorne, PE
Director of Engineering



Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 417-141)

SR 417 Widening from International Drive to John Young Parkway

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES (“Supplemental Agreement”) is made and entered into this _____ day of _____, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called “CFX” and the consulting firm of TLP ENGINEERING CONSULTANTS, INC., a Florida corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated April 12, 2018, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 14, 2020, and that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 21, 2020 (collectively, the “Agreement”); and

WHEREAS, Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit “A” provides that after completion of the services outlined therein for Project Number 417-141, CFX may negotiate with the CONSULTANT to enter into a

supplemental agreement to provide post design services; and

WHEREAS, Articles 2.00 and 12.00 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to 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 the post design services required as outlined in the correspondence to CFX dated August 10, 2020 and updated on September 21, 2020, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services shall be amended and supplemented to include the Post Design Services.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT'S contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be \$667,145.60.

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 amendments or supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: _____
Print Name: _____
Title: _____

Approved as to form and execution for Central Florida
Expressway Authority's exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel for CFX

Exhibit "A"



MEMORANDUM

Date: September 21, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Scott Kamien *SKK*, PE
Subject: Design Consultant Services - Contract 001312
CFX Project No. 417-141
SR 417 Widening from International Drive to John Young Parkway
Supplemental Agreement #4 Post Design Services

Comments:

I have reviewed the Post Design fee sheet and scope of services submitted by TLP Engineering Consultant, Inc., provided via email initially on August 10, 2020 and updated on September 21, 2020 for the SR 417 Widening from International Drive to John Way Parkway. SA #4 is for Post Design Professional Services associated with the construction plans and bid documents for this widening project..

Supplemental Agreement #4 request is attached and costs are detailed below:

\$ 452,209.92	TLP as Prime
<u>\$ 214,935.68</u>	<u>Total Subconsultant Fees</u>
\$ 667,145.60	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$667,145.60.

Should you have questions or need additional information, please call me at 321.354.9798.

CC:

Keith Jackson, PE Dewberry
File

Exhibit "A"



ENGINEERING CONSULTANTS, INC.

August 10, 2020

Mr. Will Hawthorne, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Reference: **SR 417 Widening from International Drive to John Young Parkway
Project No. 417-141 (Contract No. 001312)
Request for Supplemental No. 4 (PDS)**

Dear Will:

Please find enclosed our Request for Supplemental No. 4 for the above referenced project. This request addresses the effort associated with the Post Design Services for this project.

Should you have any questions regarding this request, please advise.

Sincerely,

TLP Engineering Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Yassi M. Myers', with a large, stylized flourish at the end.

Yassi M. Myers, P.E.
President

Attachments

OFFICE: 450 S. Orange Avenue, Suite 450
Orlando, FL 32801

PHONE: 407.901.5060

FAX: 407.512.6560

WEB: www.tlpeng.com

Exhibit "A"

Exhibit "A"

Project 417-141

S.R. 417 Widening from International Drive to John Young Parkway

Post-Design Scope of Services (Section 4.24)

4.24 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is being added by this 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 or clarifications.

B. General Support

The Consultant shall support the post-design process as follows:

- a) Answer questions relative to the plans, typical sections, quantities and special provisions.
- b) Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.
- c) Attend pre-award meeting with Contractor, CFX, and CFX's CEI.

C. Pre-bid Conference

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. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the 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. Field Visits

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 will periodically visit the project site to observe the progress of construction. This visit will not replace the formal construction inspection by CFX's CEI. Rather, it is intended to provide the opportunity for members of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to CFX within five business days of the trip.

Exhibit "A"

F. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, structural, lighting, FON, signing, signal, toll plaza and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. Post-Design Contact

The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction for review of design plans.

H. Timeliness

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. Meetings

The Consultant shall attend a maximum of three (3) partnering meetings as requested by CFX. The Consultant will also attend progress / coordination meetings as requested by CFX including, but not limited to, the Notice to Proceed meeting.

J. Bridge Load Ratings

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. Geotechnical Engineering

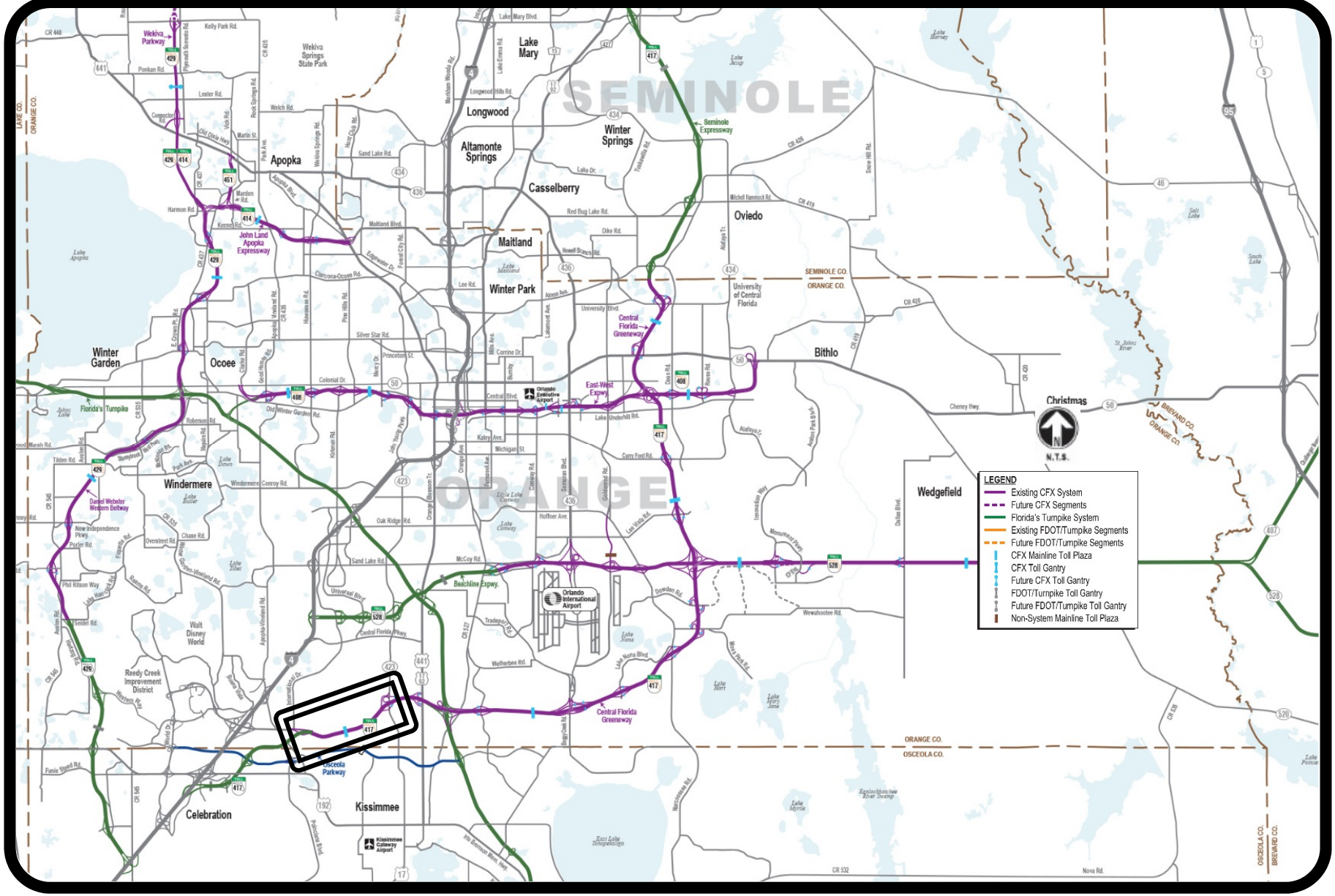
The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. Record Drawings

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. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.



Project Location Map for
 S.R. 417 Widening from International Drive to John Young Parkway (417-141)

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 417 Widening from International Drive to John Young Parkway

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 21st day of September, 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 TLP ENGINEERING CONSULTANTS, 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 April 12, 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020, and as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated July 14, 2020, (collectively, “Agreement”);

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 September 1, 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 \$242,675.55 to \$3,602,469.77.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$9,447.50.
 - c. The Subcontract Items are adjusted downward by \$147,206.87 to \$2,438,082.73 as follows:

•TEDS	\$83,130.63
•GEC	(\$170,000.00)
•Geodata	(\$60,337.50)
 - d. The Allowance is adjusted downward by \$95,468.68 to \$0.00.
 - e. The Total Maximum Limiting Amount remains unchanged at \$6,050,000.00.
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

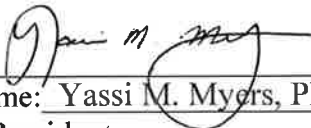
Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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 Digitally signed by Aneth Williams
Date: 2020.09.21 15:00:34 -04'00'
Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: 
Print Name: Yassi M. Myers, PE
Title: President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura N. Kelly Digitally signed by Laura N.
Kelly
Date: 2020.09.18 13:50:47
-04'00'
Diego "Woody" Rodriguez
General Counsel

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 417 Widening from International Drive to John Young Parkway

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 14 day of July, 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 TLP ENGINEERING CONSULTANTS, 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 April 12, 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated March 17, 2020 (collectively, “Agreement”); 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:

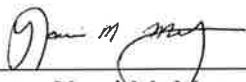
1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's June 2, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined 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 upwards by \$269,719.78 to \$3,359,794.22.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$9,447.50.
 - c. The Subcontract Items remain unchanged at \$2,585,289.60.
 - d. The Allowance is adjustment downward by \$269,719.78 to \$95,468.68.
 - e. The Total Maximum Limiting Amount remains unchanged at \$6,050,000.00.
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 Digitally signed by Aneth Williams
Date: 2020.07.14 13:40:20 -04'00'
Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: 
Print Name: Yassi M. Myers, PE
Title: President

Approved as to form and execution for CFX's exclusive use and reliance.

By: Laura N. Kelly Digitally signed by
Laura N. Kelly
Date: 2020.07.14
11:00:28 -04'00' Associate General Counsel for
Diego "Woody" Rodriguez
General Counsel

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/417-141 SR 417 Widening I-Drive - JYP/2 Contract/2.A Supplemental Agreements/SA 2/Final/417-141 SA 2.docx>

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

SR 417 Widening from International Drive to John Young Parkway

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 17th day of MARCH, 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 TLP ENGINEERING CONSULTANTS, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 12th day of April 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's January 6th, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs remain unchanged at \$3,090,074.44.
 - b. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$9,447.50
 - c. The Subcontract Items are adjusted upward by \$212,158.18 to \$2,585,289.60.

• TEDS	\$157,116.16
• AWK	\$55,042.02
 - d. The Allowance is adjustment downward by \$212,158.18 to \$365,188.46.

The Total Maximum Limiting Amount remains unchanged at \$6,050,000.00.

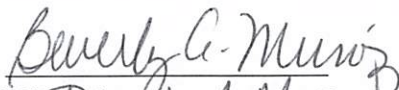
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

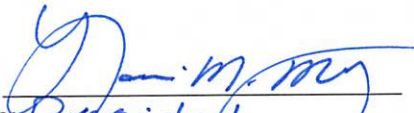
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

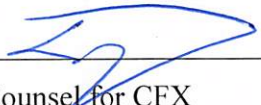
By: 
Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

Witness: 
Print Name: Beverly A. Muñoz

By: 
Title: President

Approved as to form and execution, only.


General Counsel for CFX

\\dfsprd1.ooca.internal\Store\Departments\Engineering\General\417-141 SR 417 Widening I-Drive - JYP\2
Contract\2.A Supplemental Agreements\SA 1\TLP-417-141 -SA1.docx

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TLP ENGINEERING CONSULTANTS, INC.**

**S.R. 417 WIDENING FROM INTERNATIONAL DRIVE TO
JOHN YOUNG PARKWAY**

CONTRACT NO. 001312, PROJECT NO. 417-141

**CONTRACT DATE: APRIL 12, 2018
CONTRACT AMOUNT: \$6,050,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

S.R. 417 WIDENING FROM INTERNATIONAL DRIVE TO JOHN YOUNG PARKWAY

**CONTRACT NO. 001312
PROJECT NO. 417-141**

APRIL 2018

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	

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

THIS AGREEMENT, made and entered into this 12th day of April, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and TLP Engineering Consultants, 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 450 South Orange Ave., Suite 450, Orlando, FL. 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of S.R. 417 Widening from I-Drive to John Young Parkway identified as Project No. 417-141 and Contract No. 001312.

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with five one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

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

- 24138 - AWK Consulting Engineers, Inc. (Class II) ✓
- 12288 - Geodata Consultants, Inc. (Class I) ✓
- 12287 - Geodata Consultants, Inc. (survey) (Class II) ✓
- 12287 - Geotechnical and Environmental Consultants, Inc. (Class II) ✓
- 00359 - RS&H, Inc. (Class I) ✓
- 03145 - Southeastern Surveying and Mapping Corporation (Class I) ✓
- 03145 - Southeastern Surveying and Mapping Corporation (survey) (Class II) ✓
- 12862 - 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 SERVICES TO BE PROVIDED

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B,"** Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,050,000.00 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. 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 450 South Orange Ave., Suite 450, 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 obligations in Section 8.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 7.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

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

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

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

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

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

12.0 ADJUSTMENTS

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

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

15.0 THIRD PARTY BENEFICIARY

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

Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

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

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

16.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its

equivalent. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

18.0 STANDARD OF CONDUCT

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

The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

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

21.0 CONFLICT OF INTEREST

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

During the term of this Agreement:

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

22.0 INSPECTOR GENERAL

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

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

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

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

28.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

28.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

28.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

28.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

28.6 The obligations in Section 28.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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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: TLP Engineering Consultants, Inc.
450 South Orange Ave., Suite 450
Orlando, FL. 32801
Attn: Yassi Meyers, P.E.

TLP Engineering Consultants, Inc.
450 South Orange Ave., Suite 450
Orlando, FL. 32801
Attn: Steve Dickison, P.E.

30.0 GOVERNING LAW AND VENUE

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

31.00 ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule

[SIGNATURES TO FOLLOW]

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 April 12, 2018.

TLP ENGINEERING CONSULTANTS, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: [Signature]
Authorized Signature

BY: [Signature]
Director of Procurement

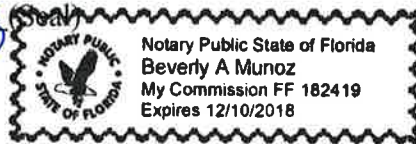
Print Name: Tabbi M. Myers, P.E.

Print Name: Aneth Williams

Title: President

Effective Date: _____

ATTEST: [Signature]
Secretary or Notary



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

2018 MAY 7 PM 4:55

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 417 WIDENING FROM INTERNATIONAL
DRIVE TO JOHN YOUNG PARKWAY**

PROJECT NO. 417-141

IN ORANGE COUNTY, FLORIDA

March 8, 2018

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. See EXHIBIT "E", Project Location Map.

1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 outside/inside widening from International Drive to John Young Parkway. Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, Hunter's Vista Boulevard, Shingle Creek, Town Loop Boulevard, and John Young Parkway will also be widen to accommodate the appropriate shoulder widths and additional general use lane. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 outside widening from International Drive to John Young Parkway.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. CFX's Project Manager will administer the Consultant services detailed in

this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.05 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Design Manual, latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

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

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane 12 (10 paved)	Single Lane 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	(2 paved)
			* min. 5' paved FDOT
Right	6-Lane 12 (10 paved)	Dual Lane 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane 10	Single-Lane 6	
Left	6	6	
Right	6-Lane 12	Dual Lane 10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no		

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Left Shoulder	break)		
Right Shoulder	Match Mainline	5%	5%
	Match Mainline	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)		N/A	22' or 40'
	64' (typical)		
	26' (with barrier)		
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

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

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 outside/inside widening from International Drive (Just east of bridge – Station 398+00) to east of John Young Parkway (Station 612+00). Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, Hunter's Vista Boulevard, Shingle Creek, Town Loop Boulevard, and John Young Parkway will also be widen to accommodate the appropriate shoulder widths and additional general use lane. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, Signalization, FON, toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, GOAA, FDEP and applicable Water Management District(s).

4.03 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.04 Surveys and Mapping

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

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

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

B. Alignment

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

C. Reference Points

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

D. Bench Levels

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

E. Topography

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

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.05 Geotechnical Investigation

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

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, 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.

4.06 Contamination Impact Analysis

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

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 528 mainline, International Drive and John Young Parkway interchange ramps, and Toll Plaza ramps impacted.
- B. The proposed pavement design recommendation, resulting from the

Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

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

4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data,

100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.
5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 528 mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight

distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Plans and profiles (plans at 1"=50' scale)
8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans
10. Intersection plans and profiles or spot elevations
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets including Erosion Control/Temp. Drainage
17. Utility Adjustment Sheets as deemed necessary
18. Details
19. Special provisions
20. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type.

- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 - 1. Complete Bridge designs will be provided for all bridges.
 - 2. Retaining walls, including Critical Temporary walls
 - 3. Box Culverts
 - 4. Slope protection
 - 5. Approach slabs
 - 6. Details
 - 7. Summary quantity tables
 - 8. Special provisions and specifications
 - 9. Stage construction-sequencing details (if applicable).
 - 10. Sign\Signal structures.
 - 11. Sound walls.
 - 12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

- 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.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C. Due to the “impaired” designation of Shingle Creek, a pollutant loading analysis will be performed for the project.
2. Finalize the pond design at the 30% submittal. Due to the increase of impervious area width from 116’ to 120’, treatment and attenuation calculations will be prepared for five (5) existing Ponds 13-17.
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. Prepare one (1) Bridge Hydraulics Reports that includes Shingle Creek and the 15-12’x4’ CBC crossings. The BHR will be reviewed and approved by CFX, Orange County, and FEMA. No CLOMR is anticipated.
8. Perform floodplain analysis for one (1) location including proposed impacts and compensation calculations.
9. Perform cross drain analysis for eight (8) crossings due to extensions. Two crossing will be CBC’s and the remainder are pipes.
10. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include:
 - A. Pond 14 staging up to roadway shoulder
 - B. Standing water in 14’x14’ CBC
 - C. Erosion at outfalls and along pond side banks
 - D. Evaluate widening of Shingle Creek bridge to eliminate the bridge drainage system.
11. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement.

A pond siting report is not required.

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

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet
 - 5. Project Layout sheet
 - 6. Plans sheets (plans at 1"=50' scale)
 - 7. Service point detail
 - 8. Special Details

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans

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

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. For the purposes of this proposal, eleven (8) existing overhead trusses and three (3) existing overhead cantilevers along the project will be affected by the improvements. Propose to relocate and reuse existing structures if they meet current wind load criteria.

4.18 Signalization Plans

- A. For the SR 417 ramp terminals at John Young Parkway, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian

features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.19 Right-of-Way Surveys

A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

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

4.21 Special Provisions and Specifications

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

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.
2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including CFX's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)

- e. Manhole/Pull box locations and stub-out details (standard details provided)
- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
- l. Connectivity with the FON backbone conduits
- m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
- n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
- o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
- p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Relocation of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 417 bridges over intersecting arterials and installation of fiber optic manholes in the paved shoulder.
- w. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details

- provided), in the event existing DCS would not survive project construction.
- y. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
 - z. Relocation of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction
 - aa. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
 - bb. Install new WWDS at the following off-ramps:
 - o SR 417 off-ramp from International Dr. S. / World Center Dr.
 - o SR 417 northbound off-ramp from SR 423 (S. John Young Pkwy.).
 - o SR 417 southbound off-ramp from SR 423 (S. John Young Pkwy.).
 - cc. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)

- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

B. Splice and Cable Routing Details

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

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

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

4.23 Toll Plazas

- A. This proposal includes modifications to the S.R. 417 John Young Mainline plaza. The open road tolling portion of the plaza will be altered to facilitate the conversion from 2 to 3 lanes in each direction. This includes, but is not limited to the removal of a portion of the toll plaza canopy to allow for the design and placement of the new outside shoulders, and replacement of the two existing toll gantries with a new single gantry to span the increased main lane section.

4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. 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 FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

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

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

- A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.
- B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.06 Environmental Permits

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

6.07 Conceptual Specialty Design

- A. CFX will provide a conceptual major guide signing plan.
- B. CFX to provide proposed sound wall locations.
- C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be

reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

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

7.04 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of

these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

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

7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
 - 1. Field survey notes and computations.
 - 2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files, 3 sets and 1 .PDF required)
 2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)

3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
1. The reason for the delay.

2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.
 - b) Horizontal alignment shown.
 - c) Drainage areas and flow arrows shown.
 - d) High water information shown.
 - e) Beginning and end stations shown along with any equations on project.
 - f) Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a) Ramp typical sections developed.

- b) Pavement structure shown.
 - c) Special details developed.
 - d) General notes shown.
4. Plan and Profile Sheets
- a) Centerline plotted.
 - b) Reference points and bench marks shown.
 - c) Existing topography.
 - d) Base line of surveys, curve data, bearings, etc. shown.
 - e) Beginning and end stations (project and construction).
 - f) Geometric dimensions.
 - g) Proposed and existing limited access right-of-way lines.
 - h) Existing ground line.
 - i) Proposed profile grade.
 - j) Type, size and horizontal location of existing utilities.
 - k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
5. Cross Sections
- a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).
 - c) Existing utilities shown.
6. Interchange Layout and Ramp Profiles
- a) Geometric dimensions.
 - b) Proposed profile grades.
7. Right-of-Way Control Survey

8. Signing and Pavement Markings

- a) Striping layout.
- b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

1. Key Map

- a) Project description and number shown.
- b) Equations, exceptions and bridge stations shown.
- c) North arrow and scale included.
- d) Consultant and CFX sign-off included.
- e) Contract set index complete.
- f) Index of sheets updated.

2. Drainage Maps

- a) Flood data shown.
- b) Cross drains and storm sewer shown.
- c) Bridges shown with beginning and ending stations.
- d) Interchange supplemental sheets updated.

3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

- a) Match lines shown.
- b) Limited access right-of-way lines shown.
- c) Stations and offset shown for all fence corners and angles.
- d) All work shown should be within right-of-way or proposed easement.
- e) Drainage structures and numbers are shown.
- f) Drainage ponds shown.
- g) Curve data and superelevation included.
- h) Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- j) Bridges shown with beginning and ending stations.
- k) General Notes.

5. Drainage Structures

- a) Drainage structures plotted and numbered.
- b) Station location and offsets identified.

6. Cross Sections

- a) Templates are shown at all stations.
- b) Limited access right-of-way lines are shown.

- c) Cross section pattern sheet included.
- d) Miscellaneous notes included.
- e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

- a) Geometric data shown.
- b) Profiles finalized.
- c) Coordinate data shown.
- d) Limited access right-of-way lines shown.
- e) Curve data shown.
- f) Bearings and bridges shown.
- g) Cross roads, frontage roads, and access roads shown.
- h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be

approximately 90 percent complete. The following material shall be developed and submitted for review:

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

- a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
8. Utility Relocation Plans
- a) Utility relocation plans prepared.
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Signalization Plans
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 22, 2020

SUBJECT: Approval of Supplemental Agreement No. 4 with RS&H, Inc. for SR 417
Widening from John Young Parkway to Landstar Boulevard
Project No. 417-142, Contract No. 001313

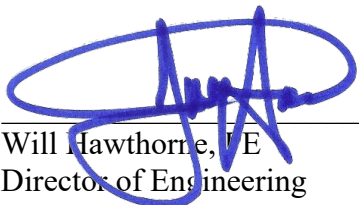
Board approval of Supplemental Agreement No. 4 with RS&H, Inc. in a not-to-exceed amount of \$92,161.96 is requested. The original contract was for five years with five one-year renewals.

The services to be provided include preparation of construction plans and bid documents for variable speed limit implementation.

Original Contract	\$6,500,000.00
Supplemental Agreement No. 1	\$1,172,647.69
Supplemental Agreement No. 2	\$ 363,487.62
Supplemental Agreement No. 3	0.00
Supplemental Agreement No. 4	<u>\$ 92,161.96</u>
Total	\$8,128,297.27

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

Reviewed by:



Will Hawthorne, PE
Director of Engineering



Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT 4 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 RS&H, 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 the 29th day of June 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28th, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 2020, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 22, 2020 (collectively, “Agreement”); 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 September 17, 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 \$34,688.28 to \$4,555,107.26.
 - b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
 - c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99.
 - d. The Subcontract Items are adjusted upward by \$57,473.68 to \$3,549,810.42.

•TEDS	\$57,473.68
-------	-------------

- e. The Allowance remains unchanged at \$0.00.
- f. The Total Maximum Limiting Amount is adjusted upward by \$92,161.96 to \$8,128,297.27.

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

RS&H, INC.

By: _____
Print Name: _____
Title: _____

Approved as to form and execution for CFX's
exclusive use and reliance.

Diego "Woody" Rodriguez
General Counsel

[https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-142 sr 417 widening jyp - landstar blvd/2 contract/2.a supplemental agreements/sa 4/rs&h-417-142 -sa4.docx](https://cfxgov.sharepoint.com/operations/engineering/shared%20documents/general/417-142%20sr%20417%20widening%20jyp%20-%20landstar%20blvd/2%20contract/2.a%20supplemental%20agreements/sa%204/rs&h-417-142%20-sa4.docx)

Exhibit "A"



MEMORANDUM

Date: September 18, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Scott Kamien ^{SMK}, PE
Subject: Design Consultant Services - Contract 001313
CFX Project No. 417-142
SR 417 Widening from John Young Parkway to Landstar Boulevard
Supplemental Agreement #4

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #4 (SA #4) submitted by RS&H, Inc. initially via email on September 2, 2020, and finalized on September 17, 2020. SA #4 is for additional professional services to prepare construction plans and bid documents for the VSL implementation.

Supplemental Agreement #4 request is attached and costs are detailed below:

\$	34,688.28	RS&H as Prime
\$	<u>57,473.68</u>	Total Subconsultant Fees
\$	92,161.96	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$92,161.96.

Should you have questions or need additional information, please call me at 321.354.9798.

CC:

Keith Jackson, PE Dewberry
File

Exhibit "A"



RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

September 17, 2020

Mr. Will Hawthorne, PE
Director of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: **SR 417 Widening from JYP to Landstar Blvd.
Supplemental Agreement No. 4 – Addition of Variable Speed Limit Signage**
Orange County, Florida
CFX Project No. 417-142

Dear Mr. Hawthorne:

Enclosed please find the RS&H Team supplemental fee proposal request for the subject project. The total fee is \$92,161.96 that includes fees for our subconsultant TEDS, Inc.

The work associated with this SA is detailed in the attached scope of services spreadsheets.

If you have any questions or require additional information, please contact me.

Very truly yours,

RS&H, INC.

A handwritten signature in blue ink that reads "Renato J. Gonzalez".

Renato J. Gonzalez, PE
Project Manager

Exhibit "A"



MEMORANDUM

Date: July 16, 2020

To: Glenn Pressimone, Chief of Infrastructure

From: Carnot W. Evans, PE

Subject: SR 417 and SR 429 Widening Projects (Projects 417-141, 417-142, 417-149, 417-150, 417-151, 429-152, 429-153, and 429-154) VSL Design Directives (**Scope of Services**)

Message:

Design Directive for use of Variable Speed Limit (VSL) signage on SR 417 and SR 429 widening projects

Based on consultation with CFX's Part-Time Shoulder Use Consultant, General Services Consultant, and General Engineering Consultant, CFX has recommended the implementation of VSL to be included with the PTSU gantries for incident management. This memorandum details the infrastructure needed, placement, and potential operations of the VSL signs to be installed with the current widening projects.

Infrastructure

The installation of VSL signage along the corridor shall replace and supplement all static panel speed limit signs throughout the limits of each project. The preferred VSL signage shall be of the type that incorporates an embedded dynamic panel for the display of the numeric speed limit within a regulatory static panel. The embedded static panel sign will also include a LED yellow beacon on top of the panel. Median mounted embedded panels would be 36" x 48" and outside mounted embedded panels would be 48" x 60". Embedded panels shall be of type LEDSTAR VMS-931-22x32-20-C-F (36" x 48") and LEDSTAR VMS-930-24x40-20-C-F (48" x 60") or similar (see attached cut sheets), which would include the LED yellow beacon. Each sign panel would require power connections to available load centers, uninterrupted power service (available battery backup at PTSU gantries or DMS signs), and communications connections to the CFX fiber optic network. Additional conduits along the corridor will be needed, as well as confirmation the proposed equipment can accommodate the additional infrastructure within cabinets and load centers. CCTV camera coverage would also need to verify that all signs can be viewed for verification at the TMC.

Location

These VSL signs are to be mounted on the uprights of all the Part Time Shoulder Use (PTSU) gantries and supplemented where needed with placement on other sign structures or via freestanding single-post mount. Due to the operational need to reduce speed limits for incident management, these VSL signs shall be placed in pairs, with one sign in the median and one on the outside shoulder. CFX GEC will provide recommendations for additional single-post or structure-mounted embedded speed limit signs to supplement those placed on the PTSU gantries. The overhead structures at the beginning of the PTSU system should also have VSL signs, and cantilever structures shall include a corresponding VSL sign on the shoulder/median. GEC placement recommendations are provided in this memo (see attached table).

Based on structural analysis performed by the CFX GEC, installation of the VSL signage on the vertical support columns of the proposed PTSU sign structures results in an insignificant change in loading applied to the structure. As such, no changes to the design of the PTSU sign structures are anticipated.

Incident Management Operations

During incident management situations, the TMC would reduce the speed limit in 5 mph increments ahead of a given incident, in accordance with guidance scenarios to be provided by the PTSU Consultant. This reduction should accompany a potential lane closure or lane shift needed to maintain traffic in coordination with Road Rangers and first responders. Speed reduction during incident management operations should be reduced to 55 mph, but no lower than 50 mph at any given time. During 55 mph speed reductions the VSL signage shall display the reduced speeds as follows:

Exhibit "A"



MEMORANDUM

- 1st and 2nd VSL signs immediately prior to incident: 55 mph
- 3rd VSL sign prior to incident: 60 mph
- 4th VSL sign prior to incident: 65 mph

During 50 mph speed reductions the VSL signage shall display the reduced speeds as follows:



- 1st and 2nd VSL signs immediately prior to incident: 50 mph
- 3rd VSL sign prior to incident: 55 mph
- 4th VSL sign prior to incident: 60 mph
- 5th VSL sign prior to incident: 65 mph

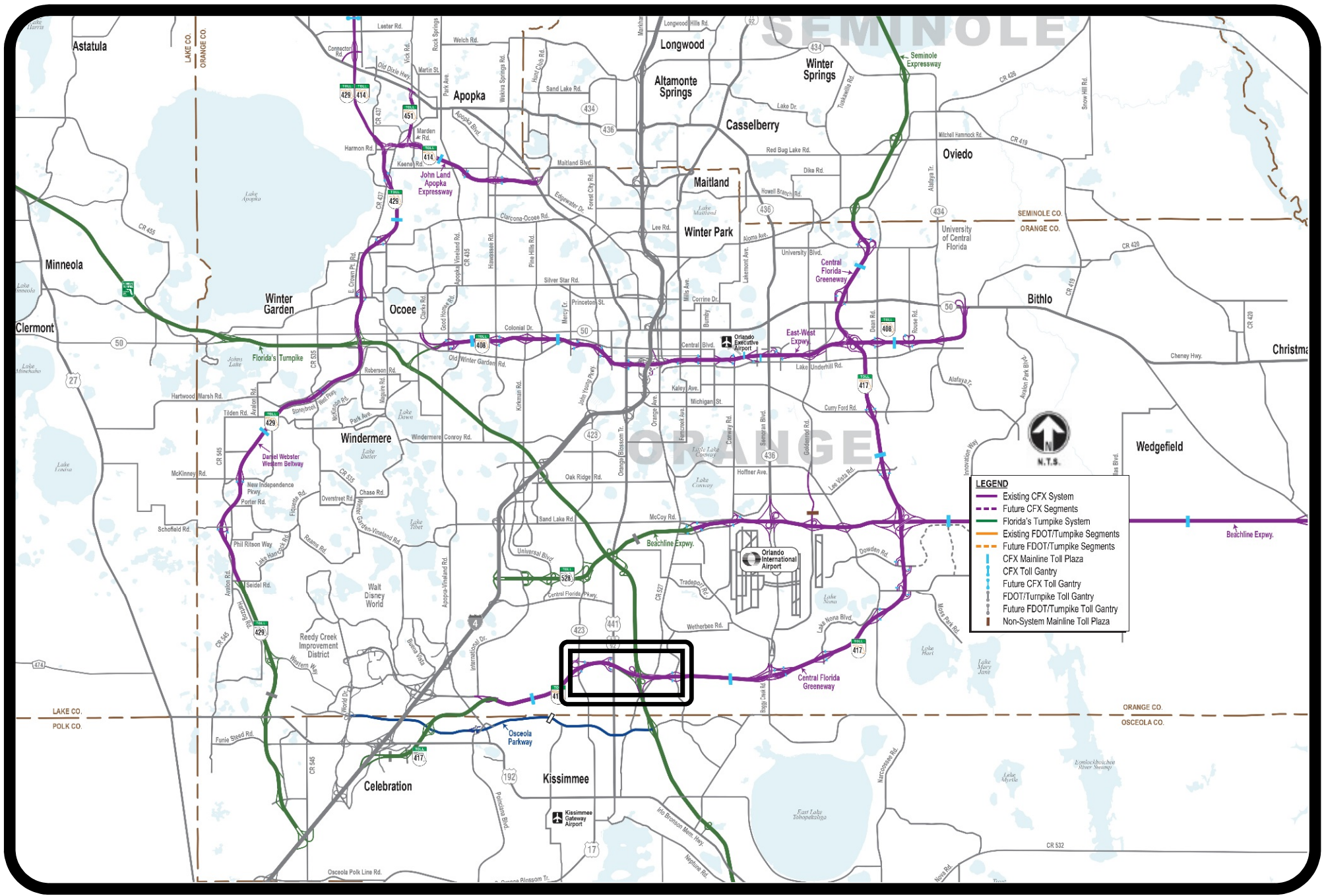
DMS and Lane Control signage indicating any lane closures upcoming for drivers shall be used to supplement the VSL signs. Any VSL sign displaying a reduced speed limit shall also have its LED yellow beacon flashing to warn drivers of the condition. For incidents that occur within the beginning of the PTSU system such that a reduction to 50 or 55 mph cannot be achieved with 5 mph reductions between VSL signs, speed reductions will be limited to what can be reduced in 5 mph increments.

PTSU Operations (Future - TBD)

During future congestion management operations, the TMC would open the PTSU lane once traffic in the general lanes falls below 50 mph (or a prescribed time of day) and the TMC would reduce the speed limit in 5 mph increments ahead of the open PTSU lane and maintain a consistent 55 mph operating speed throughout PTSU operations in each corridor, with DMS and Lane Control signage indicating open lanes or any potential lane closures if incidents arise. Once congestion subsides, the PTSU lane would be closed and full speed (70 mph) operations would resume for the general lanes. Any VSL sign displaying a reduced speed limit shall also have its LED yellow beacon flashing to warn drivers of the condition.

Exhibit "A"

Corridor	Project	VSL Sign Locations			Static Sign Removal	Notes
		Structure-Mounted VSL Signs	Single-Post VSL Signs			
			VSL in New Location	VSLs Replace Static Signs		
	417-141	All PTSU Gantries Upright of structure at STA 400+00 (NB)	STA 400+00 (NB - median only)	STA 456+60 (SB)	STA 443+90 (NB) STA 502+55 (NB) STA 559+10 (SB)	Need additional static sign at STA 395+00 (SB)
	417-142	All PTSU Gantries	N/A	N/A	STA 636+70 (NB & SB) STA 743+00 (NB & SB)	
	417-149	All PTSU Gantries	N/A	STA 918+56 (SB)	STA 843+60 (NB) STA 870+40 (SB)	
	417-151	All PTSU Gantries	N/A	STA 1052+00 (SB)	STA 1061+00 (NB) STA 1139+00 (NB) STA 1182+50 (SB)	
	417-150	All PTSU Gantries Upright of structure at STA 114+00 (SB)	STA 114+00 (SB - outside only)	N/A	STA 1322+00 (NB) STA 1375+00 (SB) STA 1381+60 (NB)	Need additional static sign at STA 120+00 (NB)
	429-154	All PTSU Gantries Upright of structure at STA 935+40 (NB)	STA 935+40 (NB - median only)	N/A	STA 940+00 (NB) STA 983+00 (SB) STA 989+00 (NB) STA 1067+80 (NB)	Need additional static sign at STA 948+00 (SB)
	429-152	All PTSU Gantries	STA 157+00 (NB - median only) STA 283+40 (SB - median only)	STA 157+00 (NB - outside) STA 283+00 (SB - outside)	STA 144+00 (SB) STA 248+00 (NB) STA 1130+75 (SB)	
	429-153	All PTSU Gantries Upright of structure at STA 513+00 (SB)	STA 513+00 (SB - outside only)	N/A	STA 355+00 (NB) STA 417+00 (NB & SB) STA 489+21 (NB)	Need additional static sign at STA 525+00 (NB)



Project Location Map for
 SR 417 Widening from John Young Parkway to Landstar Boulevard (417-142)

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN (“Supplemental Agreement”) is made and entered into this 9th day of September, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. 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 the 29th day of June 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28th, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 2020 (collectively, “Agreement”); 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 September 14, 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 remain unchanged at \$4,520,418.98.
- b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
- c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99.
- d. The overall amount of the Subcontract Items remain unchanged at \$3,492,336.74; provided, however, the Subcontract Items shall be modified as follows:

•TEDS	\$45,781.25
•GEC	(\$45,781.25)

e. The Allowance remains unchanged at \$0.00.

f. The Total Maximum Limiting Amount remains unchanged at \$8,036,135.31.

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 Digitally signed by Aneth Williams Date: 2020.09.22 16:02:23 -04'00'
Aneth Williams, Director of Procurement

RS&H, INC.

By: *Edward J Gonzalez* DN: C=US, E=edward.gonzalez@rsandh.com, O=RS&H, OU=RS&H Orlando Office, CN=Edward J. Gonzalez Contact Info: edward.gonzalez@rsandh.com Date: 2020.09.22 08:56:04 -04'00'
Print Name: Edward J Gonzalez
Title: Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

Laura N. Kelly Digitally signed by Laura N. Kelly Date: 2020.09.22 15:12:54 -04'00'

Diego "Woody" Rodriguez
General Counsel

[https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-142 sr 417 widening jyp - landstar blvd/2 contract/2.a supplemental agreements/sa 3/rs&h-417-142 -sa3.docx](https://cfxgov.sharepoint.com/operations/engineering/shared%20documents/general/417-142%20sr%20417%20widening%20jyp%20-%20landstar%20blvd/2%20contract/2.a%20supplemental%20agreements/sa%203/rs&h-417-142%20-sa3.docx)

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN

S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 29th day of May, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 29th day of June 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 27, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

- a. The Salary Related Costs are adjusted upward by \$169,282.58 to \$4,520,418.98.
- b. The Direct Expenses (Lump Sum) remain unchanged at \$21,601.60.
- c. Direct Travel Expenses (Limiting Amount) remain unchanged at \$1,777.99
- d. The Subcontract Items are adjusted upward by \$319,205.04 to \$3,492,336.74.

• EAC	\$106,248.23
• DRMP	\$126,796.72
• BASE	\$240,015.73
• GEC	(\$320,000.00)
•Nadic Engineering	\$86,897.73
•TEDS	\$79,246.63

- e. The Allowance is adjusted downward by \$125,000.00 to \$0.00.

The Total Maximum Limiting Amount is adjusted upward by \$363,487.62 to \$8,036,135.31.


3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, electronically, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.05.29 17:00:58 -04'00'
Director of Procurement

RS&H, INC.


By: Edward J Gonzalez PE DN: C=US,
E=edward.gonzalez@rsandh.com,
O=RS&H, OU=RS&H Orlando Office,
CN=Edward J. Gonzalez
Contact Info: edward.gonzalez@rsandh.com
Date: 2020.05.22 09:09:30-04'00'
Print Name: Edward J Gonzalez PE
Title: Vice President

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.05.26 12:06:07 -04'00'
General Counsel for CFX

[https://cfxgov.sharepoint.com/operations/engineering/shared documents/general/417-142 sr 417 widening jyp - landstar blvd/2 contract/2.a supplemental agreements/sa 2/rs&h-417-142 -sa2.docx](https://cfxgov.sharepoint.com/operations/engineering/shared%20documents/general/417-142%20sr%20417%20widening%20jyp%20-%20landstar%20blvd/2%20contract/2.a%20supplemental%20agreements/sa%20rs&h-417-142%20-sa2.docx)

19 AUG 20 AM 3:33

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 28th day of August, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of RS&H, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 29th day of June 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's July 22, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:

- a. The Salary Related Costs are adjusted upward by \$1,080,097.99 to \$4,351,136.40.
- b. The Direct Expenses (Lump Sum) are adjusted upward by \$1,084.43 to \$21,601.60.
- c. Direct Travel Expenses (Limiting Amount) unchanged at \$1,777.99
- d. The Subcontract Items are adjusted upward by \$470,020.11 to \$3,173,131.70.

• EAC	\$67,468.35
• DRMP (Lighting + Survey)	\$23,430.92
• BASE	\$19,102.05
• GEC	\$360,018.79

- e. The Allowance is adjusted downward by \$378,554.84 to \$125,000.00.

The Total Maximum Limiting Amount is adjusted upward by \$1,172,647.69 to \$7,672,647.69.

3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict

between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: 
Director of Procurement

RS&H, INC.

Witness: 
Print Name: Kim Hynn

By: 
Title: EXECUTIVE VICE PRESIDENT

Approved as to form and execution, only.


General Counsel for CFX

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
RS&H, INC.**

**S.R. 417 WIDENING FROM JOHN YOUNG PARKWAY TO
LANDSTAR BOULEVARD**

CONTRACT NO. 001313, PROJECT NO. 417-142

**CONTRACT DATE: June 29, 2018
CONTRACT AMOUNT: \$6,500,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

**S.R. 417 WIDENING FROM JOHN YOUNG PARKWAY TO LANDSTAR
BOULEVARD**

DESIGN SERVICES

CONTRACT NO. 001313, PROJECT NO. 417-142

JUNE 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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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	

Central Florida Expressway Authority Agreement for Design Professional Services of
SR 417 Widening from John Young Parkway to Landstar Boulevard

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2.0. SERVICES TO BE PROVIDED 1
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Central Florida Expressway Authority Agreement for Design Professional Services of
SR 417 Widening from John Young Parkway to Landstar Boulevard

THIS AGREEMENT, made and entered into this 29th day of June, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and RS&H, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 301 East Pine Street, Suite 350, Orlando, FL. 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from John Young Parkway to Landstar Boulevard identified as Project No. 417-142 and Contract No. 001313.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

1. Base Consultants, Inc. - 11924-A
2. DRMP, Inc. - 00146-A
3. EAC Consulting, Inc. - 04180-A
4. The Balmoral Group - 12416-A
5. Traffic Engineering Data Solutions, Inc. - 12862-A
6. WBQ Design & Engineering, Inc. - 00448-A

CLASS II

1. DRMP, Inc. (survey) - 00146
2. Geotechnical and Environmental Consultants, Inc. - 12287-A
3. GPI Geospatial, Inc. - ~~12287-A~~
4. Nadic Engineering Services, Inc. - 12330-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 \$6,500,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5)

years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 301 East Pine Street, Suite 350, Orlando, FL. 32801.

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for

work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that

coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

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

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

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

17.0. STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes, Chapter 112, Part III, Section 348.753, and Section 104.31 and the CFX Code of Ethics as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The

CONSULTANT agrees to complete the Potential Conflict Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances. If the Disclosure Form is not submitted, or is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

18.0. DOCUMENTED ALIENS

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

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0. E-VERIFY CLAUSE

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

20.0. CONFLICT OF INTEREST

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

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

engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0. INSPECTOR GENERAL

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

22.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

23.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

- 23.1. submitted a false certification as provided under Florida Statute 287.135(5); or
- 23.2. been placed on the Scrutinized Companies with Activities in Sudan List; or
- 23.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

- 23.4. been engaged in business operations in Cuba or Syria; or
- 23.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

24.0. AVAILABILITY OF FUNDS

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

25.0. AUDIT AND EXAMINATION OF RECORDS

25.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

25.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor.

By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

25.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of

disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

25.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

25.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

25.6 The obligations in Section 25.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 26.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

27.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: RS&H, Inc.
301 East Pine Street, Suite 350
Orlando, FL. 32801
Attn: Edward Gonzalez, P.E.

RS&H, Inc.
301 East Pine Street, Suite 350
Orlando, FL. 32801
Attn: Renato Gonzalez, P.E.

28.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

29.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

30.0. ASSIGNMENT

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

31.0. SEVERABILITY

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

32.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

33.0. ATTACHMENTS

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Details of Cost and Fees
- Exhibit "D", Project Organization Chart
- Exhibit "E", Project Location Map [Note: Attach if applicable]
- Exhibit "F", Project Schedule [Note: Attach if applicable]

[SIGNATURES TO FOLLOW]

Project No. 417-142
Contract No. 001313

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 29, 2018.

RS&H, INC


BY: 
Authorized Signature

Print Name: John J. Bottero

Title: Corp. Secretary

ATTEST:  (Seal)
Cost Secretary or Notary

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY:  7/25/18
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.


General Counsel for CFX

2018 JUL 19 PM 2:47

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 417 WIDENING JOHN YOUNG PARKWAY
TO LANDSTAR BOULEVARD**

PROJECT NO. 417-142

IN ORANGE COUNTY, FLORIDA

JUNE 2018

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. See EXHIBIT “E”, Project Location Map.

1.02 Description

The services will include final design and preparation of construction drawings/specifications for the proposed S.R. 417 outside widening from John Young Parkway to Landstar Boulevard. Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder width. All mainline bridges within the project limits, Orange Blossom Trail, Balcombe Road, SR 91 (Florida's Turnpike), Orange Avenue, CSX Railroad, and Landstar Boulevard will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Ramp bridge widening or replacement will also be required at the southbound off-ramp to Orange Blossom Trail and at the northbound off-ramp to Landstar Boulevard. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 outside widening from John Young Parkway to Landstar Boulevard.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final fiber optic network plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.
- C. CFX’s Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

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

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within eighteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

- 1. Project Milestones:

- The Consultant will prepare a tabulation of major project milestones.

- 2. Project Schedule:

- The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.
 2. The FDOT Standard Plans for Road and Bridge Construction, latest edition and subsequent interim or Developmental Standard Plans and updates, shall be used for this project.
 3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

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

- A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2045
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
Lane Drop Tapers			
Transitions	70:1	50:1	
	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.			
Right	4-Lane 12 (10 paved)	Single Lane 6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	(2 paved)
			* min. 5' paved FDOT
Right	6-Lane 12 (10 paved)	Dual Lane 10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.			
Right	4-Lane 10	Single-Lane 6	
Left	6	6	
Right	6-Lane 10	Dual Lane 10	
Left	10	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Bridge Lanes	2% typ. (no break)		
Left Shoulder	5%	5%	5%
Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 outside widening from John Young Parkway to Landstar Boulevard. Specifically, the project consists of widening to the outside for the additional general use lane and widening to the median to accommodate appropriate inside shoulder widths. All mainline bridges within the project limits, Orange Blossom Trail, Balcombe Road, SR 91 (Florida's Turnpike), Orange Avenue, CSX Railroad, and Landstar Boulevard will also be widened to accommodate the appropriate shoulder widths and additional general use lane. Ramp bridge widening or replacement will also be required at the southbound off-ramp to Orange Blossom Trail and at the northbound off-ramp to Landstar Boulevard. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

- A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to GOAA, FDEP and applicable Water Management District(s).

4.03 Median Multi-Modal Corridor Assessment Study

- A. The Consultant will evaluate various conceptual typical section options in order to identify the preferred median width requirements for the SR 417 Corridor widening. Tasks will include the following:
- B. Investigate future scenarios and design requirements to accommodate multimodal accessibility (such as express bus, bus rapid transit, or commuter rail, etc.)
- C. Assess requirements for implementation of advanced technologies and

Smart Corridor features.

- D. Research and examine future transit/rail expansion, user requirements (trucks, tour bus, etc.), travel demand needs and accessibility for planned development adjacent to the corridor.
- E. Deliverable: The results of the evaluation will be documented in a Technical Memorandum to support the recommended median width and related design parameters for the corridor. The Technical Memorandum will include conceptual typical sections and diagrams to define modal requirements and constraints.

4.04 Preliminary Design Report - Review

- A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.05 Surveys and Mapping

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

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

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

- B. Alignment

- 1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of

dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

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

D. Bench Levels

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

E. Topography

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

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Design Project Manager's recommendations and provided to CFX for their information.

4.06 Geotechnical Investigation

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

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as

warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, the following elements:

a. Roadway and Drainage

- i. Document collection and review
- ii. Soil boring location plan
- iii. Boring location and utility clearance
- iv. Traffic control for field operations
- v. Soil borings for roadway and stormwater pond design
- vi. Pavement Cores
- vii. ASCII files of soil borings for inclusion on plan cross sections
- viii. Groundwater measurement at boring locations
- ix. Estimation of seasonal high groundwater levels at boring locations
- x. Soil classification laboratory testing
- xi. Soil corrosion series laboratory testing for optional pipe materials
- xii. Limerock Bearing Ratio (LBR) testing to develop Resilient Modulus for pavement design
- xiii. Suitability of soil excavated from ponds for use in embankment construction
- xiv. Delineation of organic and/or plastic soil and recommendations for removal
- xv. Unconfined aquifer parameters for stormwater ponds
- xvi. Stormwater volume recovery or background seepage analysis for stormwater ponds
- xvii. Embankment settlement analysis
- xviii. Slope stability evaluation of embankment slopes including benching recommendations

b. Structures

- i. Document collection and review
- ii. Soil boring location plan
- iii. Boring location and utility clearance
- iv. Traffic control for field operations
- v. Soil borings for bridge foundations, box culverts, MSE walls, and sign foundations.
- vi. Traffic control for field operations
- vii. Groundwater measurement at boring locations

- viii. Estimation of seasonal high groundwater levels at boring locations and design high water level for foundation design
- ix. Soil classification laboratory testing
- x. Soil consolidation laboratory testing on undisturbed samples of plastic material at bridge abutments
- xi. Soil corrosion series testing for bridge substructure environmental classification
- xii. Evaluation of bridge foundation alternatives
- xiii. Detailed analysis of selected bridge foundation and design recommendations
- xiv. FBPIer parameters for bridge foundation lateral load analysis
- xv. Bridge foundation construction recommendations
- xvi. Box culvert foundation design recommendations and lateral earth pressures
- xvii. Analysis of temporary walls (sheet pile, lagging wall, soil nail, etc.) needed to facilitate widening of existing bridges and walls
- xviii. MSE wall external stability analysis and minimum reinforcement lengths for final wall design
- xix. Soil parameters for design of sign and ITS structure foundations
- xx. Drilled shaft construction recommendations for sign and ITS structure foundations

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

a. Reports (Roadway and Drainage, Bridge and Wall, Miscellaneous Structures)

- i. Summary of reviewed documents
- ii. USGS Quadrangle and NRCS Soil Survey maps
- iii. Existing conditions
- iv. Proposed improvements
- v. Subsurface exploration plan
- vi. Laboratory soil testing program
- vii. Drafted soil boring logs
- viii. Pavement core results
- ix. Laboratory test results
- x. Geotechnical analyses
- xi. Soil and groundwater design parameters
- xii. Design recommendations
- xiii. Construction recommendations

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station and offset, soil legend,

observed water table, estimated seasonal high elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

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

4.07 Contamination Impact Analysis

- A. The Consultant shall perform a Contamination Screening Evaluation of the project in accordance the FDOT Project Development and Environment Guidelines, Chapter 20 (FPDEG20) and the requirements of CFX.
- B. The results of the assessment will be presented in the Contamination Screening Evaluation Report (CSER). The CSER will rank potential contamination sites as No, Low, Medium or High risk in accordance with FPDEG20. Recommendations for sampling and testing at sites, if warranted, shall be included in the report.
- C. The sampling and testing of any sites, including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.08 Pavement Design

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

4.09 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.10 Governmental Agency and Public Meetings

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

4.11 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
 - 6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
 - 7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires

additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.12 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility owners.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.
3. Where utility conflicts occur which require utility relocation

agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.
5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain all necessary utility work schedules from the utility owners for all utility relocation or adjustments required to accommodate construction.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.13 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for mainline and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items

3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Plans and profiles (plans at 1"=50' scale)
8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans
10. Intersection plans and profiles or spot elevations
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets including Erosion Control
17. Utility Adjustment Sheets as deemed necessary
18. Details
19. Special provisions
20. Special specifications

4.14 Structures Design

- A. Prior to commencement of final design, the Consultant shall prepare a Bridge Technical Memorandum (BTM) which documents the proposed superstructure alternative for each bridge site. Superstructure alternatives will be developed based on existing prestress beam curves and past experience. No superstructure, substructure or foundation designs will be completed for the BTM. The BTM will consist of a brief project overview and superstructure typical sections. Substructure types, foundation types, retaining wall types and retaining wall

locations will be developed during the final design.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge designs will be provided for all bridges.
2. Retaining walls
3. Box Culverts
4. Slope protection
5. Approach slabs
6. Details
7. Summary quantity tables
8. Special provisions and specifications
9. Stage construction-sequencing details (if applicable).
10. Sign\Signal structures.
11. Sound walls.
12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.15 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
2. Design the drainage and stormwater management facilities for the 6-lane section widened to the outside. Assume the median of the 6-lane section is pervious (sodded).
3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.
5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

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

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

4.16 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 1. Cover sheet (key sheet)
 2. Tabulation of Quantities
 3. General notes

4. Pole data and Legend sheet
5. Project Layout sheet
6. Plans sheets (plans at 1"=50' scale)
7. Service point detail
8. Special Details

4.17 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detours. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. Temporary drainage will not be designed by the Consultant and will be made a requirement for the Contractor.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes, unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.18 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.

- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. For the purposes of this proposal, sixteen (16) overhead truss signs are assumed to be required for the traffic control improvements (10 span structures and 6 cantilever structures).

4.19 Pavement Marking Plans

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

4.20 Signalization Plans

- A. For the SR 417 ramp terminals at Landstar Boulevard, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.21 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

4.22 Cost Estimates

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

4.23 Special Provisions and Specifications

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

4.24 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

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

- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
- v. Relocation of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 417 bridges over intersecting arterials and waterways, along with installation of fiber optic manholes in the paved shoulder.
- w. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction. .
- x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
- y. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.
- z. Relocation of existing one-line and three-line dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DMS would not survive project construction
- aa. Relocation of existing wrong way detection system (WWDS) sites and any necessary structures, foundations, attachments details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing WWDS would not survive project construction.
- bb. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- cc. Install new Wrong Way Detection Systems (WWDS) at the following off-ramps:
 - SR 417 Southbound off-ramp at Landstar Blvd.
 - SR 417 Northbound off-ramp at Landstar Blvd.

dd. Conduits and pull boxes to facilitate future installation of hard shoulder running ITS devices, based on conceptual device layouts provided by CFX, or their representative, to the Consultant.

3. The Consultant shall take the following information into consideration when developing the site construction plans:
 - a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future CFX projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
 - i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
 - j. Location of proposed sound walls.

B. Splice and Cable Routing Details

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

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

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

4.25 Toll Plazas

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.26 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
- a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related

to the plans, details, and special provisions.

- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.
- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed

by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

- A. CFX will provide the following design traffic data:
 - 1. Current and design year ADT
 - 2. Current and design year peak hour volumes
 - 3. Turning movements at each intersection/interchange
 - 4. K, D and T factors

5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

- A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

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

6.06 Environmental Permits

- A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

- B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

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

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under

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

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

7.04 Project Control

- A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with CFX's Project Manager on a bi-weekly

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

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

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

7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.
- C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.
- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the quantity computation booklet.
11. Calculations showing cost comparisons of various alternatives considered.
12. Calculations of quantities.
13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
14. Lighting and voltage drop calculations.
15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files,

3 sets and 1 .PDF required)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 5. 60% Bridge Plans required only on Category 2 bridges.
 6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and two (2) hard copies of plans to the CFX project manager)
 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by CFX.

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay.
 - 2. The design components impacted.
 - 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

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

- f) Interchange supplemental maps prepared.
3. Typical Section Sheets
- a) Ramp typical sections developed.
 - b) Pavement structure shown.
 - c) Special details developed.
 - d) General notes shown.
4. Plan and Profile Sheets
- a) Centerline plotted.
 - b) Reference points and bench marks shown.
 - c) Existing topography.
 - d) Base line of surveys, curve data, bearings, etc. shown.
 - e) Beginning and end stations (project and construction).
 - f) Geometric dimensions.
 - g) Proposed and existing limited access right-of-way lines.
 - h) Existing ground line.
 - i) Proposed profile grade.
 - j) Type, size and horizontal location of existing utilities.
 - k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
5. Cross Sections
- a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).

- c) Existing utilities shown.
- 6. Interchange Layout and Ramp Profiles
 - a) Geometric dimensions.
 - b) Proposed profile grades.
- 7. Right-of-Way Control Survey
- 8. Signing and Pavement Markings
 - a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:
 - 1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and CFX sign-off included.
 - e) Contract set index complete.
 - f) Index of sheets updated.
 - 2. Drainage Maps

- a) Flood data shown.
 - b) Cross drains and storm sewer shown.
 - c) Bridges shown with beginning and ending stations.
 - d) Interchange supplemental sheets updated.
3. Typical Section Sheets
- a) All required typical sections are included.
 - b) Limited access right-of-way lines are shown.
 - c) Design speed and traffic are shown.
 - d) Special details have been completed.
 - e) Station limits of each typical section are shown.
4. Plan and Profile Sheets
- a) Match lines shown.
 - b) Limited access right-of-way lines shown.
 - c) Stations and offset shown for all fence corners and angles.
 - d) All work shown should be within right-of-way or proposed easement.
 - e) Drainage structures and numbers are shown.
 - f) Drainage ponds shown.
 - g) Curve data and superelevation included.
 - h) Pavement edges, shoulders and dimensions shown.
 - i) Project and construction limits shown.
 - j) Bridges shown with beginning and ending stations.
 - k) General Notes.

5. Drainage Structures
 - a) Drainage structures plotted and numbered.
 - b) Station location and offsets identified.
6. Cross Sections
 - a) Templates are shown at all stations.
 - b) Limited access right-of-way lines are shown.
 - c) Cross section pattern sheet included.
 - d) Miscellaneous notes included.
 - e) Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a) Geometric data shown.
 - b) Profiles finalized.
 - c) Coordinate data shown.
 - d) Limited access right-of-way lines shown.
 - e) Curve data shown.
 - f) Bearings and bridges shown.
 - g) Cross roads, frontage roads, and access roads shown.
 - h) Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

- 1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

- 2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.

- 3. Typical Section Sheets

- 4. Plan and Profile Sheets

- a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b) Limits of side road construction.
- c) Angle and stationing for intersections.
- d) Treatment for non-standard superelevation transitions diagramed.
- e) General notes shown.
- f) Special ditches profiled.

- 5. Drainage Structures

- a) Existing structures requiring modifications are shown.

- b) Existing and proposed utilities are shown.
 - 6 Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
 - 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
 - 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.
 - 9. Traffic Control Plans
 - 10. Signing and Pavement Marking Plans
 - 11. Highway Lighting Plans
 - 12. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Contract Award to DRMP, Inc. for
Design Services for SR 516 Lake/Orange Expressway - Segment 3
Project No. 516-238, Contract No. 001671

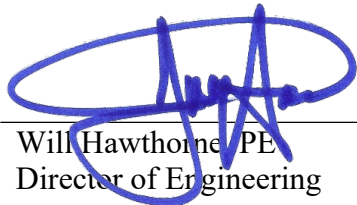
The Board approved on May 14, 2020, the final ranking and authorization to negotiate with firms for Design Services for SR 516 Lake/Orange Expressway - Segment 3.

The work includes design services for construction extending from Lake County/Orange County Line to SR 429.

Board award of the contract to DRMP, Inc. is requested in the amount of \$9,200,000.00.

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
DRMP, INC.**

**DESIGN CONSULTANT SERVICES FOR SR 516
LAKE/ORANGE EXPRESSWAY SEGMENT 3
CONTRACT NO. 001671, PROJECT NO. 516-238**

**CONTRACT DATE: OCTOBER 8, 2020
CONTRACT AMOUNT: \$9,200,000.00**

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**

DESIGN SERVICES

FOR

SR 516 LAKE/ORANGE EXPRESSWAY SEGMENT 3

PROJECT NO. 516-238

CONTRACT NO. 001671

OCTOBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 8th day of October 2020, 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 DRMP, Inc., hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 941 Lake Baldwin Lane, Orlando, FL. 32814.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 516 Lake / Orange Expressway Segment 3 identified as Project No. 516-238 and Contract No. 001671.

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

American Environmental Consulting, Inc.
EPG Engineering

Bentley Architects and Engineers, Inc.
TLP Engineering Consultants, Inc.

Class II

Antillian Engineering Associates, Inc.
Classen Graphics Infrastructure Development, LLC

Ardaman & Associates, Inc.

Tierra, 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 **\$9,200,000.00** 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: DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814
Attn: T. J. Lallathin Jr., P.E.

DRMP, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814
Attn: Jon Meadows, 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 October 8, 2020.

DRMP, 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.

*Diego "Woody" Rodriguez
General Counsel for CFX*

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 516

**From Orange County/Lake County Line to SR 429
(Segment 3)**

PROJECT NO. 516-238

CONTRACT NO. 001671

IN ORANGE COUNTY, FLORIDA

September 22, 2020

Exhibit A
SCOPE OF SERVICES

Description Page No. A-

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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 for the proposed SR 516 from Orange County/Lake County Line to SR 429 (Segment 3). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between Orange County/Lake County Line and SR 429, a systems interchange with SR 429, a local interchange with proposed Valencia Parkway and new local road construction of Valencia Parkway, a four-lane divided roadway. This project will include construction of new bridge structures over Valencia Parkway, interchange ramps, Schofield Road, and SR 429. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, ITS, toll gantries, 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.

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 SR 516 from Orange County/Lake County line to SR 429.
- 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	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond)	30 Local 45 Urban
Horizontal Alignment			
Max. Curve, Degrees	3° 30'	24° 45' Loop	20°
		8° 15' Diamond	
		8° 15' Directional	
Max. Superelevation, ft/ft.			
	0.10	0.10	0.05 Urban

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Lane Drop Tapers			0.10 Rural
Transitions	70:1	50:1	
	Use spirals for	Use spirals for curves >	Use spirals for
	curves > 1° 30'	1° 30'	curves > 1° 30'
Vertical Alignment Max. Grade	3%	5% to 7% (30 mph)	5% Arterial Rural
Vertical Curvature (K=Len./%grade)			Rural
Crest	506	31 (30 mph)	
	290 to 540	136 (50 mph)	31 to 136
	AASHTO	110 to 160 Other (AASHTO)	
Sag	206	31 (30 mph)	
	150 to 200	136 (50 mph)	37 to 96
	AASHTO	90 to 110 Other (AASHTO)	
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.	4-Lane	Single	
Right	14 (12 paved)	Lane 6 (4 paved)	8 (4* paved)
Left	14 (12 paved)	6 (2 paved)	4 (4 paved)
			* min. 5' paved
	6-Lane	Dual Lane	
Right	14 (12 paved)	10* (8* paved)	
Left	14 (12 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	12	6	

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Left	12	6	
	6(or more)-Lanes	Dual	
Right	12	Lane 10	
Left	12	6	
Cross Slopes		2%	
Traffic Lanes	2% (4-lane)		2%
	3% or tbd (6-lane)		3% or tbd (6-lane)
Bridge Lanes	2% typ. (no break)	5%	
Left Shoulder	Match Mainline	6%	5%
Right Shoulder	Match Mainline		6%
Median Width (4-lane), ft. (E.O.P./E.O.P.)	74' (min.) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical			
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. 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 for the proposed SR 516 from Orange County/Lake County Line to SR 429. Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between Orange County/Lake County Line and SR 429, a systems interchange with SR 429, a local interchange with proposed Valencia Parkway and new local road construction of Valencia Parkway, a four-lane divided roadway. This project will include construction of new bridge structures over Valencia Parkway, interchange ramps, Schofield Road, and SR 429. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, ITS, toll gantries, 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 Orange County, Lake County, FDOT, FDEP, US Army Corps of Engineers, and the South Florida Water Management District.

4.3 Preliminary Design Report (PDR) - 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, 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 - Review: Brief report addressing the following items at a minimum:
1. Design criteria
 2. Horizontal alignment of SR 516, Valencia Parkway, and SR 429
 3. Vertical alignment of SR 516, Valencia Parkway, and SR 429
 4. Typical sections for SR 516, Valencia Parkway, and SR 429
 5. Potential wall locations along SR 516
 6. Pavement analysis
 7. Hydroplaning analysis
 8. Drainage pond locations
 9. Utility relocations
 10. Maintenance of traffic
 11. Construction feasibility
 12. 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 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.
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 SR 429 to verify DTM. (N/A)
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include

existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

Locate 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. 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 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 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.

4.10 Utilities

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. Specifically, the alternatives to be examined include beam type, wall configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams for widened bridges.
- 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 pond siting report.
 - 8. 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/exfiltration system

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, relamping of all existing CFX lighting at Schofield Road interchange to LED, 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 develop conceptual designs for 3 intersections including layouts showing preliminary signal pole locations, signal equipment, conduit and pull boxes. An analysis of signal visibility will be completed at the ramp intersections for the approaches under the bridge.
- B. Final Signalization Plans will not be developed. Only the conduit and pull boxes will be installed with this project and will be shown in the ITS plans.

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 24" x 36" 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. 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

B. 90% Right of Way Control Survey

1. All revisions required to support the complete Right of Way Mapping.

- C. 100% Right of Way Control Survey
 - 1. Signed and sealed copies and final CADD files
- D. 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 Map shall be prepared in accordance with FDOT Surveying and Mapping Handbook, March 29, 2019 edition.

Right of Way Maps shall be plotted on 24" x 36" 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. 60%, and 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/remainers (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" = 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. Right-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).
 - 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:
 - o Valencia Parkway EB off-ramp
 - o Schofield Road NB off-ramp
 - o Schofield Road SB 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 instated at the following sites:
 - o WB Schofield Road approaching the SR 516 interchange
 - o EB Schofield Road approaching the SR 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 (N/A)
 - 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. Design and prepare plans for the gantry sites as recommended in the Toll/Revenue Study (assume six ramp gantry locations), site locations to be determined. Plans and specifications shall include the following elements as needed to supplement CFX Standards & Specifications along with all other incidentals:
 - 1. Design of gantry and FON patch panel, including all architectural, structural, mechanical, electrical and civil design.
 - 2. Concrete pavement design for the approach and exit to the gantry.
 - 3. Prepare signing and pavement marking plans for the toll gantries and approach and departure at the required mainline and/or ramp gantries.
- B. Design and prepare plans for a service building to house electronic toll collection servers and potentially ITS servers. Plans and specifications shall include architectural, structural, mechanical, electrical and civil design as needed to supplement CFX Standards & Specifications. Service building location to be determined.

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 an agenda for the meeting. The Consultant shall prepare 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 project manager; and electronic copies of plans to the CFX GEC project manager)
 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, 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. 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)
 6. 90% Roadway (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. 100% Roadway, Bridge, 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)
 8. 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)
 9. Bid Set (1 set "clean" plans, 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 CD/DVD 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. Toll Facilities Plans
14. 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. Toll Facilities Plans
15. 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

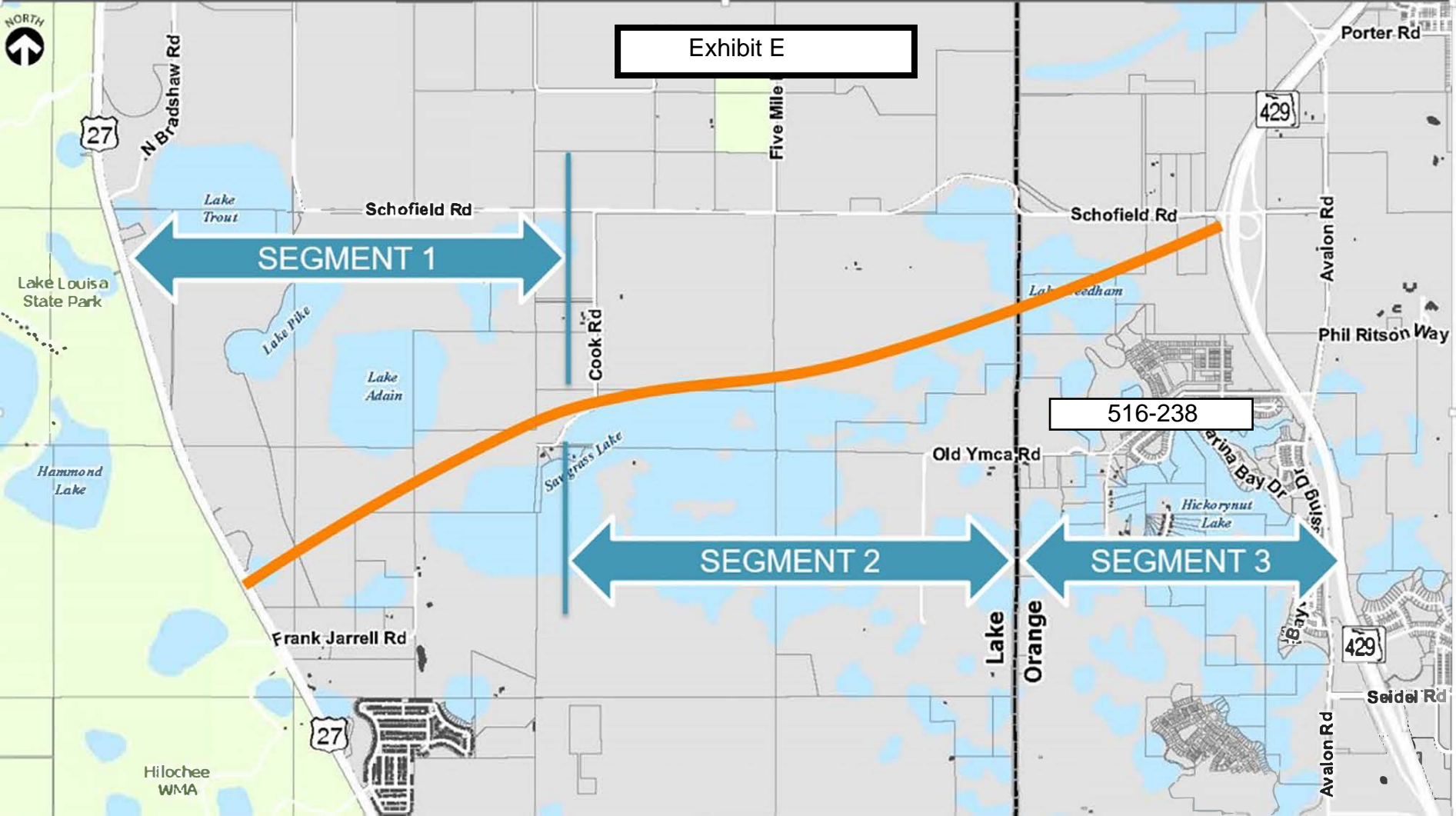
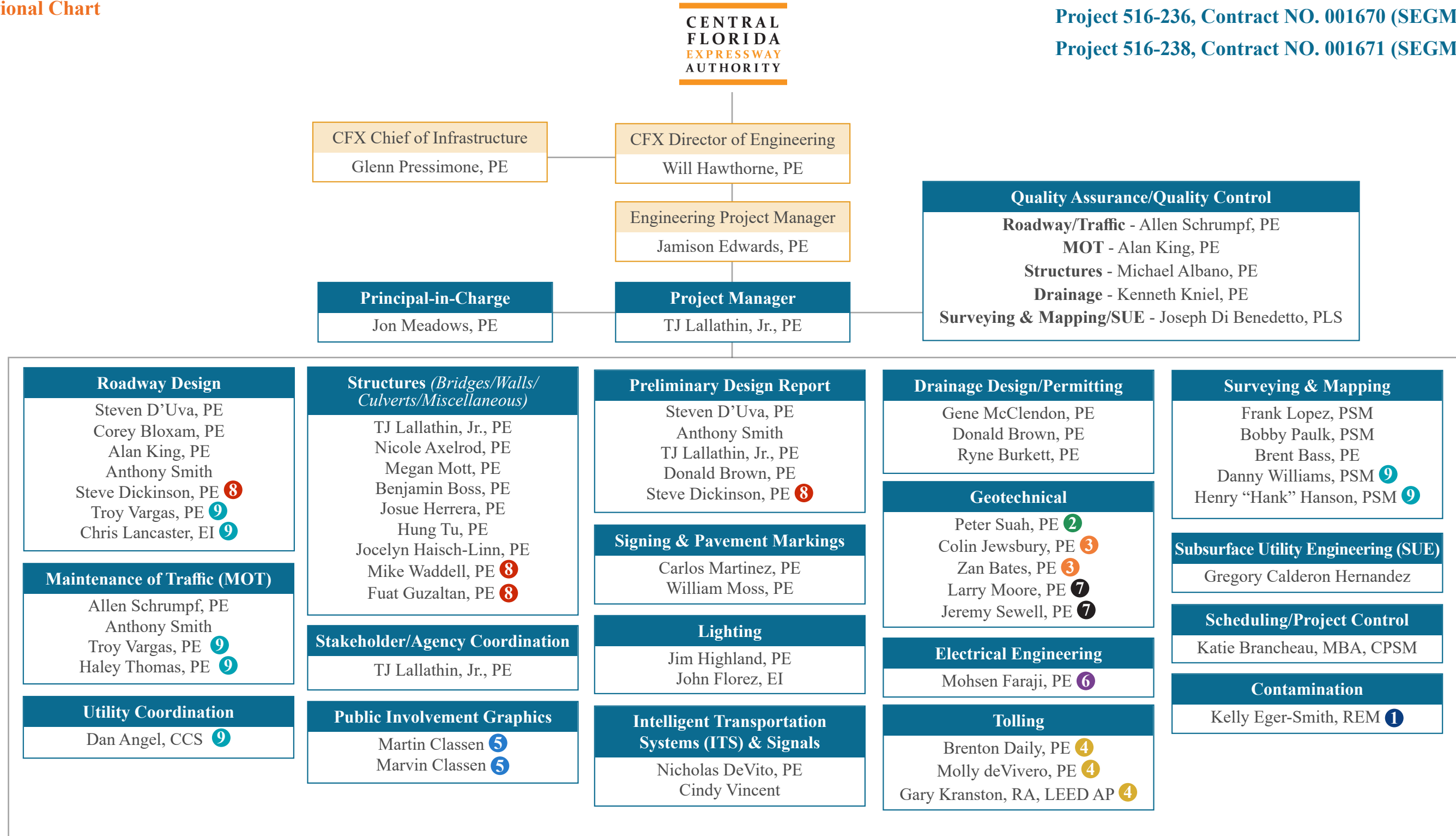


EXHIBIT D

PROJECT ORGANIZATIONAL CHART

Organizational Chart

Project 516-236, Contract NO. 001670 (SEGMENT 1)
 Project 516-238, Contract NO. 001671 (SEGMENT 3)



Subconsultants

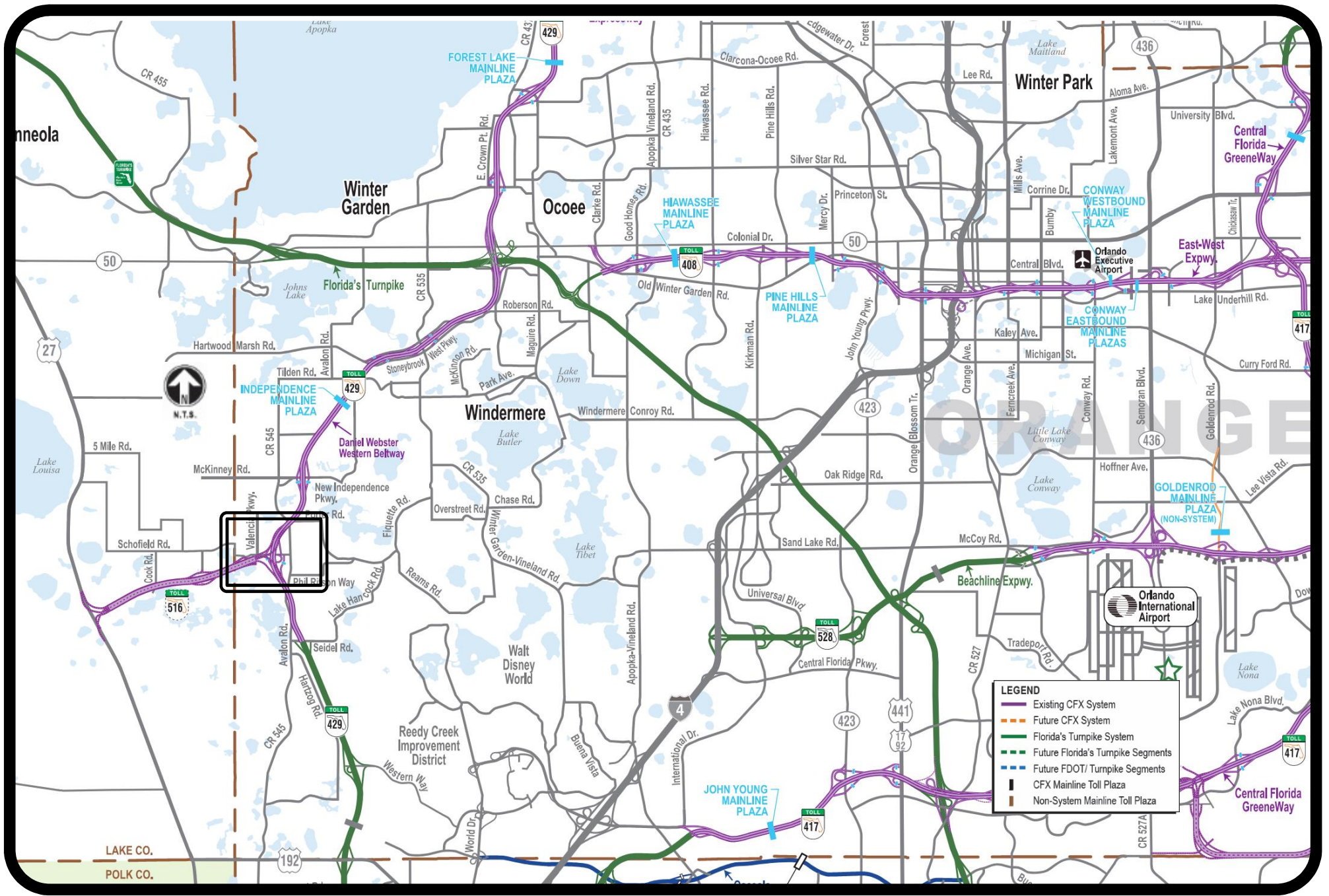
- 1** American Environmental Consulting, Inc. [D/M/WBE]
- 2** Antillian Engineering Associates, Inc. [D/M/WBE]
- 3** Ardaman & Associates, Inc.

- 4** Bentley Architects + Engineers, Inc. [SBE]
- 5** Classen Graphics Infrastructure Development, LLC [D/M/WBE]
- 6** EPG Engineering [SBE]

- 7** Tierra, Inc. [D/M/WBE]
- 8** TLP Engineering Consultants, Inc. [D/M/WBE]
- 9** WBQ Design & Engineering, Inc. [D/M/WBE]

EXHIBIT E

PROJECT LOCATION MAP



Project Location Map for
 SR 516 From Lake/Orange County Line to SR 429 (Segment 3) (516-238)

EXHIBIT F

SCHEDULE

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Contract Award to Southern Development & Construction, Inc. for SR 417 Pond Modifications North of Berry Dease Road & SR 528 and SR 417 Guardrail Upgrades
Project Nos. 417-162 & 528-166, Contract No. 001725

An Invitation to Bid for the above referenced project was advertised on August 16, 2020. One response was received by the September 16, 2020 deadline. As required by the Procurement Procedures Manual, the Director of Procurement met with the Project Manager and the Chief of Infrastructure to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Bid result was as follows:

<u>Bidder</u>	<u>Bid Amount</u>
Southern Development & Construction, Inc.	\$1,047,740.00

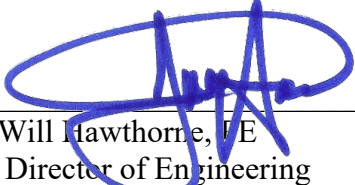
The engineer's estimate for this project is \$964,595.80. Included in the Five-Year Work Plan is \$962,000.00.

The services to be provided consist of providing all labor, materials, equipment and incidentals necessary for the reconstruction of two roadside ponds, associated pipes and guardrail replacements.

The Engineer of Record reviewed the low bid submitted by Southern Development & Construction, Inc. and has determined there are no unbalanced bid items.

The Procurement Department has evaluated the bids and has determined that the bid from Southern Development & Construction, Inc. to be responsible and responsive to the bidding requirements. Board award of the contract to Southern Development & Construction, Inc. in the amount of \$1,047,740.00 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
SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.**

**SR 417 POND MODIFICATIONS N. OF
BERRY DEASE ROAD
AND
SR 528 WB TO SR 417 NB GUARDRAIL UPGRADES**

**PROJECT NO. 417-162(528-166)
CONTRACT NO. 001725**

**CONTRACT DATE: OCTOBER 08, 2020
CONTRACT AMOUNT: \$1,047,740.00**

**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

**SR 417 POND MODIFICATIONS N. OF
BERRY DEASE ROAD
AND
SR 528 WB TO SR 417 NB GUARDRAIL UPGRADES**

**PROJECT NO. 417-162(528-166)
CONTRACT NO. 001725**

OCTOBER 2020

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Plans

CONTRACT

This Contract No. 001725 (the "Contract"), made this 08th day of October 2020, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Southern Development & Construction, Inc., of 2544 Connection Point, Oviedo, FL. 32765, 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. 417-162(528-166), SR 417 Pond Modifications N. OF Berry Dease Road and SR 528 WB to SR 417 NB Guardrail Upgrades, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 120 calendar days. The Contract Amount is \$1,047,740.00. This Contract was awarded by the Governing Board of CFX at its meeting on October 08, 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 Special Provisions,
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Design Standards, and
11. 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: _____

SOUTHERN DEVELOPMENT & CONSTRUCTION, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
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

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.

(d) Construction Affecting Public Safety applies to construction that may jeopardize

public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 150 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for prestressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

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. Each page shall be numbered consecutively for the series and the page 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 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 page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be 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 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.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite

processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by

the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 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, 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 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 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 day 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.

3.1.4.7.2 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.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.

The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

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

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:

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

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

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

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

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

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

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

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations

in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

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

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

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

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

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

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

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

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

- 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.

Contract Amount	Minimum Limit	Maximum Deductible
Up to \$1 million	50% of project cost, minimum of \$100,000 per occurrence	10% of project cost or \$25,000, whichever is smaller
\$1 million and Up	\$1,000,000	\$100,000

5.12 Contract Bond (Public Construction Bond) Required

5.12.1 General Requirements of the Bond: The Contractor shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The name, address and telephone number of the surety agent shall be clearly stated on the face of the Public Construction Bond.

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX’s initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a

similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

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

The Contractor 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, 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 Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

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

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to

Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor will not be permitted to alter float through such applications as extending duration estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:

Test Pile installation per bent per structure.

Production Pile installation per bent per structure.

Drilled shaft installation per pier per structure.

Pile caps per bent per structure.

Footings per pier per structure.

Columns per pier per structure.

Caps per pier per structure.

End bents per structure.
 Beam or girder erection-span by span per structure.
 Diaphragms.
 Deck placement-span by span per structure.
 Parapets-span by span per structure.
 Roadway Activities:
 Internal access and haul roads (location and duration in-place).
 Utility relocation work by utility and by stationing and roadway.
 Clearing and grubbing by stationing and roadway.
 Excavation by stationing and roadway.
 Embankment for each abutment location.
 Embankment placed for each roadway by stationing and roadway.
 Drainage by run with stationing and roadway.
 Box Culvert or other large Pre-cast structure with stationing and roadway.
 Reinforced Earth Wall leveling pad per bent per structure.
 Reinforced Earth Wall per bent per structure.
 Reinforced Earth Wall Coping per bent per structure.
 Retaining walls by stationing and roadway.
 Stabilization/Subgrade by stationing and roadway.
 Limerock Base by stationing and roadway.
 Asphalt Base by stationing and roadway.
 Curb and Gutter by stationing and roadway.
 Structural Pavement (asphalt and/or concrete) by stationing and roadway.
 Bridge approach slabs per bridge and roadway.
 Guardrail by stationing and roadway.
 Slope pavement or riprap by stationing and roadway.
 Roadway lighting by stationing and roadway.
 Signing for each sign structure by stationing and roadway.
 Striping by stationing and roadway.
 Traffic signals by stationing and roadway.
 Topsoil, sodding, seeding and mulching by stationing and roadway.
 Landscaping by stationing and roadway.
 Architectural Treatments.
 Sound Walls.
 Fiber Optic
 Concrete Removal and Replacement.
 Milling and Resurfacing.
 Ponds.
 Planter Walls.
 Photovoltaic systems.
 Integration of Photovoltaic and ITS systems.
 Burn-In periods.
 Tolls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.

Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.

Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.

Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.

Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.

Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.

Exterior doors, windows, and store-front framing.

Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under “Project must finish by”.

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.

- C. Relationship types:
 - FS -Finish to start
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a “Start On or After” (Early Start) date or “Finish On or Before” (Late Finish) date equal to the “Start No Earlier Than” or “Must Finish By” date specified in the Contract, except as specified below. The Contractor’s use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as “Start On” or “Finish On” for the purpose of manipulating float or the use of schedule constraints that violate network logic such “Mandatory Start” or “Mandatory Finish” will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

- A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.
- B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.
- C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.
- D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the “Material” type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor’s monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains progress.
6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.
7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents,

unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

- A. Activity ID number
- B. Description of activity
- C. List of pay items included in activity including:
 - 1. Pay item number
 - 2. Pay item description
 - 3. Quantity of pay item to be applied
 - 4. Unit measure of pay item
 - 5. Unit-price of pay item
 - 6. Total price for pay item to be applied
- D. Total revenue loading of activity (Sum of "C")

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.

6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.
7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in “.xer” format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:
 - Contractor name
 - The complete CFX Project number
 - The four character P6 project number
 - Data Date in format -> “01JAN15”
 - Volume number _of_ total volume numbers (e.g., 1 of 5, 2 of 5)
8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI’s Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.

2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
 - A. The Contractor performed Extra Work that met all of the following conditions:
 1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.
 2. The Extra Work delayed the Contract Completion Date.
 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
 - B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:
 1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
 2. The Contractor took every reasonable action to prevent the delay.
 3. The delay impacted one or more activities on the current CPM schedule longest path.
 4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities

that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;
3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

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

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

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

6.4 Limitations of Operations

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

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

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

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

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

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

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

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

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

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

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

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

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

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

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where

separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

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

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

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

tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

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

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

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

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

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

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

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

6.5 Qualifications of Contractor's Personnel

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

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

indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

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

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

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

6.7 Contract Time

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

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

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

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

6.7.3 Adjusting Contract Time:

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

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:
 - a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
8. Epidemics, 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;
 - 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.

7.2.1.1 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 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th 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 15th 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."

Pb = 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 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th 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/yd² per inch.

7.2.1.2 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.

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

7.3 Compensation for Altered Quantities

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

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

7.3.2 Payment Based on Plan Quantity:

7.3.2.1 Error in Plan Quantity: When the pay quantity for an item is designated to be the original plan quantity, such quantity will be revised only in the event that the quantity increases or decreases by more than 5% of the original plan quantity or the

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

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

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

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

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

7.3.3 Lump Sum Quantities:

7.3.3.1 Error in Plan Quantity: When the pay quantity for an item is designated to be

a lump sum and the Plans show an estimated quantity, the lump sum compensation will be adjusted only in the event that either the Contractor submits satisfactory evidence or CFX determines and furnishes satisfactory evidence that the plan quantity shown is substantially in error as defined in 7.3.2.1.

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

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

7.4 Force Account Work: Work performed in addition to that set forth in the original Contract and which is paid for on the basis of actual cost of the Materials and labor, plus a fixed percentage of such costs, and at agreed rental rates for major Equipment used.

7.4.1 Method of Payment: All Work done on a force account basis performed by such labor, tools and Equipment as necessary to accomplish the Work, and authorized by CFX, will be paid for in the following manner:

(a) Labor:

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

(b) Materials and Supplies:

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

(c) Equipment:

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

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

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

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

- 1.) Reimbursement for the Equipment being operated shall be at a rate of 100% of the RRBB and/or RRBBCOE ownership cost plus 100% of the RRBB and/or RRBBCOE operating costs.
- 2.) Reimbursement for Equipment directed to standby and remain on the project site shall be at 50% of the lesser of the actual rental rate or RRBB and/or RRBBCOE ownership cost only. No more than 8 hours of standby will be paid in a single day.
- 3.) Costs shall be provided on an hourly basis. Hourly rates, for Equipment being operated or on standby, shall be established by dividing the lesser of actual monthly rental rate or the RRBB and/or RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.
- 4.) No additional overhead will be allowed on Equipment costs.

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

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

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

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

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

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

(d) Subcontractor Work

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

(e) Insurance, Bond and Taxes:

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

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

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

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

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

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

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

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

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

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

8.2.3 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

- 1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- 2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

8.2.4 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

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

supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors;
and
9. any other records required by CFX's Project Manager or Executive Director.

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

8.3 Subletting of Contracts - Participation Objective

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

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

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

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

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

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

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

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

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

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 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.

10.2.2 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.

10.2.3 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.

10.2.4 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.

10.2.5 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.

10.2.6 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.

10.2.7 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.

10.2.8 Three Party Agreement

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

END OF SECTION 10

ATTACHMENT A

**DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT**

THIS THREE PARTY AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, _____ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: _____, _____ and _____ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract (“Contract”) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

**I
DESCRIPTION OF PURPOSE**

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

**II
SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as

the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand 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.

**IX
LEGAL RELATIONS**

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

**X
ARBITRATION, VENUE, APPLICABLE LAW**

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

**XI
NO BONUS**

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

**XII
NO CONFLICT**

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the

Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 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.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL SPECIFICATIONS
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ATTACHED SPECIFICATION SECTIONS

Section 101	Mobilization
Section 102	Maintenance of Traffic
Section 162	Prepared Soil Layer
Section 639	Electrical Power Service Assemblies
Section 700	Highway Signing
Section 992	Highway Lighting

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL SPECIFICATIONS

SECTION 1 GENERAL

Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition (only as revised and amended herein and as might be amended on the Plans) are incorporated by reference and made a part of these Technical Specifications. Division I of the FDOT Standard Specifications is not incorporated and is replaced by the General Specifications. The Florida Department of Transportation Standard Plans for Road and Bridge Construction, edition per Plans and the latest edition of the FHWA’s MUTCD Part 6, Temporary Traffic Control, are also incorporated by reference and made a part of these Technical Specifications. In case of conflict between the Standards and the MUTCD, the more stringent requirement(s) will prevail.

In Divisions II and III, all references to Articles in Division I of the FDOT Standard Specifications for Road and Bridge Construction, July 2019 edition are hereby changed to a corresponding CFX General Specification Article. See the attached CFX General Specifications Articles Cross-reference.

FDOT Specification July 2019	CFX Specification	Description Note all references in GS to QPL is the FDOT APL (6-1.3.1.1 last sentence FDOT 7-19) For Informational Purposes Only	
	1	Definitions and Terms	
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The Florida Department of Transportation Safety and Loss Prevention Manual, Topic No. 500-000-015, latest revision, is incorporated by reference and made a part of these Technical Specifications and shall be a part of each subcontract entered into by the Contractor pursuant to the Contract. In case of conflict between the Procedures Handbook and the Federal Safety and Health Standards (when referenced in the Contract Documents), the more restrictive requirements will apply.

Whenever the FDOT-incorporated documents refer to the FDOT (the “Department”) or any FDOT offices or personnel (e.g., “Engineer”, “Estimates Engineer”, “Project Engineer”, “Inspector”), such words shall be taken to mean CFX’s Executive Director, or representative specifically and duly authorized to act on behalf of the Executive Director.

Whenever the FDOT-incorporated documents refer to the SMO (the “State Materials Office”) other than when

referencing the State Materials website, such words shall be taken to mean a CFX designated materials lab.

Whenever the FDOT-incorporated documents refer to Resurfacing, Restoration and Rehabilitation (RRR), such words shall be taken to mean Renewal and Replacement (R&R).

Whenever the FDOT-incorporated documents refer to the “Statewide Disputes Review Board”, such words shall be taken to mean the Project Disputes Review Board and any references to related General Specifications shall be taken to mean the CFX General Specifications Section 10 – Partnering and Disputes Resolution.

Whenever the FDOT-incorporated documents indicate a mailing address for a State of Florida office or agency, the office or agency and the address shown shall be replaced by the following:

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

SECTION 2 AMENDMENTS TO FDOT STANDARD SPECIFICATIONS

2.1 Mobilization

Delete Section 101, Mobilization, in the Standard Specifications and insert new Section 101 attached at the end of these Technical Specifications.

2.2 Maintenance of Traffic

Delete Section 102, Maintenance of Traffic, in the Standard Specifications and insert new Section 102 attached at the end of these Technical Specifications.

2.3 Prevention, Control, and Abatement of Erosion and Water Pollution

Delete Section 104, Prevention, Control, and Abatement of Erosion and Water Pollution, in the Standard Specifications and insert new Section 104 attached at the end of these Technical Specifications.

2.4 Contractor Quality Control General Requirements

In Section 105, Contractor Quality Control General Requirements, make the following changes:

2.4.1 Delete the language in subarticle 105-1.1.2, Database(s), in its entirety and insert the following new language in its place:

“105-1.1.2 Maintaining Test Results: The Contractor shall provide all required specified documentation and test results to the CEI no later than 24 hours after the completion of the work being documented.”

2.4.2 Delete subarticle 105-1.1.3, Worksheets, in its entirety.

2.5 Clearing and Grubbing

In Section 110, Clearing and Grubbing, delete the language in subarticle 110-11.4, Removal of Existing Concrete, in its entirety and insert the following new language in its place:

“110-11.4 Removal of Existing Pavement: Payment for removal of flexible asphalt pavement is included in the Lump Sum price for Clearing and Grubbing.”

2.6 Excavation and Embankment

In Section 120, Excavation and Embankment, make the following changes:

2.6.1 Delete the last sentence in the 6th paragraph of subarticle 120-1.2, Unidentified Areas of Contamination, in its entirety and insert the following language in its place:

“CFX may grant the Contract Time extensions according to the provisions of article 6.7 in the General Specifications.”

2.6.2 Delete the last sentence in the 7th paragraph of subarticle 120-1.2, Unidentified Areas of Contamination, in its entirety and insert the following language in its place:

“Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Contractor in accordance with

article 2.3 in the General Specifications.”

- 2.6.3 Delete the 3rd paragraph of subarticle 120-6.2, Furnishing of Borrow Areas, in its entirety and insert the following language in its place:

“Before receiving approval or before use of borrow areas, obtain written clearance from the CEI concerning compliance with the Federal Endangered Species Act and other Wildlife Regulations as specified in subarticle 5.1.4 in the General Specifications and Section 4(f) of the USDOT Act as specified in subarticle 5.1.8.”

- 2.6.4 Delete the first sentence in the 4th paragraph of subarticle 120-6.2, Furnishing of Borrow Areas, in its entirety and insert the following language in its place:

“CFX will adjust Contract Time in accordance with article 6.7 of the General Specifications for any suspension of operations required to comply with this Article.”

- 2.6.5 Delete the last sentence in the 5th paragraph of subarticle 120-6.2, Furnishing of Borrow Areas, in its entirety and insert the following language in its place:

“Final acceptance of materials will be based on Point of Use Test as described in subarticle 4.1.2.4 of the General Specifications.”

- 2.6.6 In subarticle 120-7.2, General Requirements for Embankment Materials, delete the 3rd paragraph in its entirety and insert the following language in its place:

“Complete the embankment using maximum particle sizes (in any dimension) as follows:

1. In the top 12 inches: 3 inches (in any dimension).
2. In the depth below 12 inches: 6 inches, or ½ the compacted thickness of the layer being placed, whichever is less.”

- 2.6.7 Delete subarticle 120-10.1.1, Initial Equipment Comparison, in its entirety and insert the following language in its place:

“Before initial production, perform a comparison test using the QC and Verifications gauges. The initial comparison only needs to be performed once providing all gauges on the project have been compared to gauges that can be traced back to the original comparison gauges. If, at any time, there are new gauges on the project and there are no gauges to compare to that can be traced back to the original gauges, then a new initial comparison must be done. When comparing the densities between gauges for the initial equipment comparison, run a test with both gauges in the same pin hole and compare the wet density readings, ensuring the difference between the gauges does not exceed 2 lb/ft³ between gauges from the same manufacturer, and 3 lb/ft³ between gauges from different manufacturers. Once that is done, compare the moisture readings of the gauges, ensuring that the difference between the gauges does not exceed 2.0% between gauges from the same manufacturer, and 3.0% between gauges from different manufacturers.

Perform a comparison analysis between the QC nuclear gauge and the Verification nuclear gauge any time a nuclear gauge or repaired nuclear gauge is first brought to the project. Repair and replace any QC gauge that does not compare favorably with the Verification gauge at any time during the project. Calibrate all gauges annually.”

- 2.6.8 Delete the first sentence in the 2nd paragraph of subarticle 120-13.2, Roadway Excavation, in its entirety and insert the following language in its place:

“The pay quantity will be the plan quantity provided that the excavation was accomplished in substantial compliance with the plan dimensions and subject to the provisions of subarticles 7.3.2 and 7.3.4 of the General Specifications”

2.7 Excavation for Structures and Pipe

In Section 125, Excavation for Structures and Pipe, make the following changes:

- 2.7.1 In subarticle 125-8.3.3.3 Cover Zone - Add the following to the last line.

"The structure and the pipe will be considered as separate operations in this zone and will both meet the requirements listed in 125-9.2."

- 2.7.2 In articles 125-14.4, Strengthening Foundations, and 125-14.5, Backfilling for Additional Support, change “4-4” to “2.5” in the General Specifications.

2.8 Prepared Soil Layer

Insert Section 162, Prepared Soil Layer, attached at the end of these Technical Specifications.

2.12 Miscellaneous Asphalt Pavement

- 2.16.1 In Section 339, Miscellaneous Asphalt Pavement, delete the first and second paragraphs in article 339-7, Method of Measurement, and insert the following paragraphs in their place.

“For work specified under this Section (including the pertinent provisions of Sections 320 and 330), the quantity to be paid for will be the weight of the mixture, in tons. The pay quantity will be based upon the daily spread rate per lift to a maximum of 105% of the target spread rate per lift determined in accordance with 334-1.4 or as set by the Engineer.”

“Bituminous Material Adjustments will be in accordance with 7.2.1.2 in the General Specifications”

2.13 Portland Cement Concrete

- 2.16.1 In Section 346, Portland Cement Concrete, make the following changes:

In the 6th paragraph in subarticle 346-3.2 replace “6-4” with CFX GS number “4.6” regarding EAR requirements.

2.14 Performance Turf

- 2.26.1 In Section 570-1 last sentence in paragraph delete “Section 5-11” and replace with “CFX GS 3.9.4”
- 2.26.2 In Section 570-3.2, Seeding, delete the first sentence in its entirety.
- 2.26.3 In Section 570-3.3, Sod, delete “4-4” and replace with “CFX GS 2.5”
- 2.26.4 In Section 570-4, Turf Establishment, delete “7-1.7” and replace with CFX GS 5.1.7”
- 2.26.5 In Section 570-5, Responsible Party, in second paragraph, delete “5-11” two locations and replace with “CFX GS 3.9.4”
- 2.26.6 In Section 570-6, Disputes Resolution, delete “5-11” and replace with CFX GS 3.9.4”
- 2.26.7 In Section 570-7, Failure to Perform, in the first sentence delete “5-11” and replace with “CFX GS 3.9.4”
- 2.26.8 In Section 570-8, Method of Measurement, delete the language in its entirety and insert the following new language in its place:

“The quantities to be paid for will be the area, in square yards, of sodding completed and accepted.”

2.15 Electrical Power Service Assemblies

Delete Section 639, Electrical Power Service Assemblies, and insert new section 639, attached at the end of these Technical Specifications.

2.16 Highway Signing

Delete Section 700, Highway Signing, in the Standard Specifications and insert new Section 700 attached at the end of these Technical Specifications.

2.17 Highway Lighting System

- 2.49.1 In Section 715-8, Splicing, delete the language in its entirety and replace with “Make all conductor splices in pull and junction boxes designed for the purpose. Do not make underground splices unless specifically authorized by the Engineer.

Unless otherwise shown in the Standard Plans or authorized by the Engineer, conductor splices shall be made with splice kits model TYCO GELCAP-SL-2/0-3HOLE(B10). Split bolt connectors are not permitted for use. The connector shall be sealed in silicone gel that easily peels away leaving a clean connection. The gel will be contained in a closure that when snapped around the connection block will provide a waterproof connection without the use of tools or taping. This closure will be UV resistant, impact resistant and abrasion resistant.

- 2.49.2 In Section 715-11, Grounding, delete paragraph 5 in its entirety and replace with “Make all bonds between ground wires and grounding electrode assemblies or arrays with an exothermic cadweld model: ERICO one-shot NX1161L with the following exception: do not exothermically bond grounding electrode to grounding electrode connections.”

2.18 Highway Lighting Materials

Delete Section, 992 in the Standard Specifications and insert new Section 992, Highway Lighting Materials, attached at the end of these Technical Specifications.

**SECTION 101
MOBILIZATION**

101-1 Description.

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

101-2 Basis of Payment.

101-2.1 When a Separate Item is Included in the Proposal: When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization as shown on the bid form.

Payment will be made under:

Item No. 101- 1- Mobilization -lump sum.

101-2.2 Partial Payments: When the proposal includes a separate pay item for Mobilization, partial payments will be made in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percent of the Lump Sum Price for the Item*
5	25
10	50
25	75
50	100
<small>*Partial payments for any project will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.</small>	

The standard retainage, as specified in Article 7.6 of the General Specifications, will be applied to these allowances. Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

When more than one project or job (separate job number) is included in the Contract, the above percentages shall apply separately to each job which has a separate pay item for Mobilization.

As an exception to partial payments being made based on Percent of Original Contract Amount Earned, CFX will pay the Contractor the invoice price of the Contract Bond

when the CEI has been furnished with a certified copy of the invoice from the Bonding Company. No other work will be required to receive payment for the Contract Bond included in the bid price for Mobilization.

For the purposes of calculating the percent complete for mobilization payments, the following formula will be used:

$$\% \text{ Complete} = (\text{GETD} - \text{MTD}) / (\text{CCV} - \text{OMV})$$

Where: GETD = Gross earning to date
MTD = Mobilization payment to date
CCV = Current contract value
OMV = Original mobilization value

101-2.3 When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

END OF SECTION 101

**SECTION 102
MAINTENANCE OF TRAFFIC**

102-1 Description:

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic.

102-2 Materials:

Meet the following requirements:

Bituminous Adhesive.....	Section 970
Temporary Raised Pavement Markers.....	Section 990
Paint	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials.....	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices.....	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor’s Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in

Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down and performs a drive through inspection immediately after setup.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

CFX may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The CFX may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual as amended by CFX Design Guidelines. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor and notify CFX in writing of any such potential impacts to

utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP 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 Specifications, Design Plans (including TCPs) 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.

CFX reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

102-5 Traffic Control

102-5.1 Standards: FDOT Standard Plans and FDOT Design Manual as amended by CFX Design Guidelines are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane crossroads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Grinding will not be permitted.

Remove all pavement markings that will be in conflict with “next phase of operation” vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

102-6.2 Standards of Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are

required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

Where the Plans call for CFX to furnish detour bridge components, construct the pile bents in accordance with the FDOT Standard Plans for Bridge Construction, Index No. 102-200, 102-210, 102-220, 102-230, and 102-240, unless otherwise authorized by the CEI.

102-6.3 Construction Methods: Do not apply the requirements of the Standard Specifications pertaining to construction and material details to detour construction. Select and use construction methods and materials that shall provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove temporary detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials which might be on loan from CFX with the stipulation that they be returned.

102-7 Traffic Control Officer

A uniformed law enforcement officer and marked vehicle shall be provided during all lane closure operations, during all nighttime operations, and whenever temporary and/or new traffic signals are relocated and or adjusted.

Payment for traffic control officer shall be considered incidental to the lump sum price for Maintenance of Traffic and shall constitute full compensation for the services of the traffic control officer, including a marked law enforcement vehicle and all other direct and indirect costs.

102-8 Driveway Maintenance

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices

102-9.1 Installation and Maintenance: Install and maintain temporary traffic control devices as detailed in the Plans, Index 102-600 of the Standard Plans and when applicable, in accordance with the approved vendor drawings, as provided on FDOT's Approved Product List (APL). Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are on the APL or meeting the requirements of the Standard Plans. Immediately remove or cover any devices that do not apply to existing conditions.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for

the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in FDOT's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10 . Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS)

Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this

information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:
 - a. The company's owners, stockholders, and officers.
 - b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.
 - c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 102-9.1 with its own forces.
 - d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.
 - e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:
 1. Project name and number and a brief description of CDS work performed,
 2. Beginning and ending date of CDS project activities,
 3. Location of project (city, state),
 4. Monetary amount of CDS work on project,
 5. Owner of project, contact person and phone number with area code,
 6. Name of Contractor (client) that the work was performed for and phone number with area code.
2. A maintenance plan for approval by the CFX that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600. Use signs that meet the material and process requirements of Section 994. Use Type IV sheeting for fluorescent orange work zone signs. Roll-up signs must meet the requirements of Type VI sheeting. Use Type IV or Type XI sheeting for all other work zone signs. Attach the sign to the sign support using hardware meeting the manufacturer's recommendations on the APL vendor drawings or as specified in the Standard Plans.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings. Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway

System (NHS) under the provisions of the NCHRP Report 350 “Recommended Procedures for the Safety Performance Evaluation of Highway Features.”

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.4.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer’s recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.4.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.5 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on FDOT’s Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the CFX. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor.

Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-9.5.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.5.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.5.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.5.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one-inch clearance all around. Fill the repair area with an approved high-performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.6 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.7 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.8 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL. Only redirective non-gating crash cushions are permitted for use as temporary crash cushions on CFX roadways unless otherwise approved by the Engineer.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash

cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the CFX. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.9 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.10 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-9.11 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.12 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.13 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.14 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption devices.
Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate

temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.15 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.16 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria (NCHRP Report 350 or MASH). For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria (NCHRP Report 350 or MASH).

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.17 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.18 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a

flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.19 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.20 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic and shall be in accordance with Section 6D of the MUTCD with the following additions:

- (a) Install edgelines when a paved shoulder 4 feet or greater in width exists along the edge of a lane.
- (b) Place edgelines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.
- (c) Apply Work Zone Pavement Markings, including arrows and messages determined by the CEI to be required for safe operation of the facility, prior to the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day prior to placing the Work Zone Pavement Markings.

(d) Work Zone Pavement Markings will be designated in the plans or by the CEI as removable or non-removable.

Removable Work Zone Pavement Markings consists of materials that can be taken up by hand. An example of this category of markings is plastic film (Tape), or Work Zone Raised Pavement Markers (WZRPM's).

Non-Removable Work Zone Pavement Markings consists of markings that are not classified as removable.

Use of Removable or Non-Removable Work Zone Pavement Markings shall be as follows:

Application	Category
Finish Pavement*	
All stripes representing final pavement markings	Non-Removable
All stripes in an area where the traffic pattern will be altered prior to project acceptance	Removable
Intermediate Pavement Course	
All stripes in pavement areas that will be covered with a subsequent course of pavement prior to altering of the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to placing of the subsequent paving course within such area.	Removable
Existing Pavement	
All stripes that will be removed or overlaid with new pavement prior to altering the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to removal or overlaying of such area.	Removable
*Place striping representing final markings in the permanent location unless excepted in writing by the CEI.	

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m² for white and contrast markings and not less than 250 mcd/lx·m² for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m². At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m².

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the CFX.

102-11 Materials for Driveway Maintenance

102-11.1 General: Place material in driveways to residences and businesses to provide safe, stable, and reasonable access.

102-11.2 Materials: Provide material of the type typically used for base and having stability and drainage properties that will provide a firm surface under wet conditions.

102-11.3 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-12 Method of Measurement

102-12.1 Maintenance of Traffic: When an item for this Work is included in the proposal, the quantity to be paid for will be at the Contract lump sum price for Maintenance of Traffic.

102-13 Basis of Payment

102-13.1 Maintenance of Traffic: When an item of Maintenance of Traffic is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Payment Items: Payment will be made under the items shown on the bid sheets.

102-13.3 Portable Changeable Message Sign:

1. When Portable Changeable Message Signs are required by the plans and Standard Plans, the payment for these signs will be incidental to, and included in, Pay Item No. 102-1, Maintenance of Traffic – LS.
2. When Pay Item No. 102-99C, Portable Changeable Message Sign - Temporary (Contingency) – ED is included in the contract, price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs, only as directed by the CEI. Utilization of these signs will be at the sole discretion and direction of CFX. This is a contingency pay item and shall not be used as compensation for Portable Changeable Message Signs which are identified in the contract, incidental to and included in Pay Item No. 102-1, Maintenance of Traffic.

END OF SECTION 102

SECTION 162 PREPARED SOIL LAYER

162-1 Description.

162-1.1 Finish Soil Layer: Unless otherwise called for in the Plans, prepare a 6 inch thick layer of existing soil mixed with imported material, if necessary, to achieve the pH and organic matter levels required in Section 987, that is favorable to turf and ground cover growth over areas of the project which are to be seeded, seeded and mulched, or planted, by mixing in an organic material, compost, or commercially available soil amendments. Prepare finish soil layer in areas to be sodded, when called for in the Plans.

162-1.2 Organic Soil Layer: When required by a permit, prepare a 6-inch-thick layer of organic soil, at locations shown in the Plans.

162-1.3 Blanket Material: When required by a permit, place a layer of blanket material at the locations and to the depth shown in the Plans.

162-2 Materials.

162-2.1 Finish Soil Layer and Organic Soil Layer: Meet the requirements of Section 987.

162-2.2 Blanket Material: Meet the material classification shown in the Plans and Standard Plans, Index 120-001.

162-3 Ownership of Surplus Materials.

The Department will retain ownership of all materials suitable for construction of the prepared soil layer until the final job requirements have been fulfilled. Unless otherwise shown in the Contract Documents, upon final acceptance, Contractor shall take ownership of any surplus materials and dispose of in accordance with 120-5.

Where temporary storage of apparent surplus materials within the right-of-way may be impractical, the materials may be stockpiled outside the right-of-way in areas provided by the Contractor until needed on the project or declared surplus. With the Engineer's written approval, the Contractor may dispose of excess material with the stipulation that any portion required to fulfill job requirements will be replaced with equally suitable material at no cost to the Department.

No extra compensation is allowed for any rehandling involved under the provisions of this Subarticle.

162-4 Construction Methods.

Construct the surface of the earthwork to such lines and elevations that will provide a surface conforming to the plan lines and elevations upon completion of the prepared soil operations. Leave the surface of the earthwork in a roughened and loose condition. Prevent contamination of the materials by other construction operations. Remove and replace all materials which fail to meet the required soil classification or become contaminated after placement, and correct any slippage of this material at no cost to the Department. Spread the appropriate material uniformly over areas to receive treatment.

162-4.1 Finish Soil Layer: After spreading, mix the material with the underlying soil to a combined depth of 6 inches, unless otherwise called for in the Plans. Continue mixing to provide a uniform finish soil layer true to line and grade.

162-4.2 Organic Soil Layer: Spread materials to the depth of 6 inches.

162-4.3 Blanket Material: Place the blanket material to the depth shown in the plans.

162-5 Acceptance Testing.

The Engineer reserves the right to waive or reduce testing requirements for shoulder treatment projects as defined in Standard Plans, Index 570-010.

Immediately after completion of construction operations, sample and test the prepared soil layer at a testing laboratory qualified under 105-6. A LOT is defined as 0.5 shoulder miles. Take random quality control (QC) samples at a minimum of one sample per LOT of prepared surface. When the source of added material changes, the Engineer will require an additional sample. Average four sequential LOTs representing 2.0 shoulder miles to determine compliance with Section 987. Raise the organic matter content of any individual LOT with an organic matter content below 1.5% to at least 1.5%. The Engineer will take a Verification sample at a minimum frequency of one sample per 4 LOTs. If the Verification sample fails (below 1.5% for organics), but the QC sample taken in the corresponding LOT passes, the Engineer will obtain a resolution sample within the same LOT to resolve the non-comparison. The Engineer reserves the right to take and test additional samples to determine specification compliance. For failing samples, take and test additional samples, as directed by the Engineer, to delineate areas that need re-treatment. Perform re-treatment at no additional cost to the Department. Perform additional testing of retreated areas, at locations directed by the Engineer, to determine specification compliance. Submit all test results to the Engineer.

162-5.1 Finish Soil Layer: Test sampled material for organic matter content, pH, primary macronutrients (N, P K) and secondary macronutrients (S, Ca, Mg) content. Acquire from the soil testing laboratory fertilizer recommendations for the specific plants to be grown in the area. Do not seed, seed and mulch, or place sod until acceptable values for organic content and pH are obtained in accordance with the requirements of 987-1.

162-5.2 Organic Soil Layer: Test sampled material for organic matter content in accordance with the requirements of 987-1.

162-5.3 Blanket Material: Test blanket material for depth in accordance with the Plans and for soil classification in accordance with AASHTO M145. Add materials as necessary to achieve the required depth.

162-5.4 Disposition of Defective Materials: Assume responsibility for removing and replacing all defective material, as defined in Section 6.

Alternately, submit an Engineering Analysis Scope in accordance with 6-4 to determine the disposition of the material.

162-6 Method of Measurement.

The quantities to be paid for will be the plan quantity for the following items meeting the requirements of this Section, completed and accepted:

1. The area, in square yards, of finish soil layer.
2. The area, in square yards, of organic soil layer.
3. The area, in square yards, of blanket material.

162-7 Basis of Payment.

No separate payment will be made for prepared soil layer. Cost shall be considered incidental to the respective performance turf (570) pay item(s).

END OF SECTION 162

SECTION 639
ELECTRICAL POWER SERVICE ASSEMBLIES

639-1 Description.

Electrical power service assemblies are defined as any and all materials from the electric company's power source to each device being supplied with power. Electrical power service assemblies are utilized for signals, lighting and other roadway applications. Install electrical power service assemblies for either overhead service or underground service in accordance with the details shown in Standard Plans, Index 639-001 or 639-002.

Coordinate with the power company to provide electrical service to the locations shown in the Plans. Consult and cooperate with the power company when power is needed at the service point. Furnish and install all parts of the metering equipment or connections that are required by the power company in the locality involved.

639-2 Definitions.

1. Overhead Service: A service assembly which is supplied electrical power from an overhead power company source. Include with an overhead electrical power service assembly the following components:

- a. Weatherhead
- b. Conduit
- c. Electrical Service wire
- d. Meter base (when required)
- e. Service disconnect
- f. Surge Protective Device

2. Underground Service: A service assembly which is supplied electrical power from an underground power company source. Include with an underground electrical power service assembly the following components:

- a. Conduit
- b. Electrical Service wire
- c. Meter base (when required)
- d. Service disconnect
- e. Surge Protective Device

639-3 Materials.

639-3.1 Weatherhead: Use a weatherhead made of a copper free aluminum alloy with three electrical service wire entrance holes, meeting National Electric Code (NEC) requirements.

639-3.2 Conduit: Use conduit meeting the requirements of Section 630. Meet the requirements of Section 562 for coating all field cut and threaded galvanized pipe.

639-3.3 Electrical Conductors: All electrical and grounding conductors shall be stranded copper wire with XHHW (cross-linked polyethylene (XLPE) high heat-resistant, water-resistant) insulation, rated at 600 V in dry and wet conditions. Use electrical conductors no smaller than No. 6 AWG unless otherwise shown in the plans.

639-3.4 Meter Base: Use meter bases approved by the local electric power company.

639-3.5 Service Disconnect:

639-3.5.1 Enclosure: Use an enclosure conforming to National Electrical Manufacturers Association (NEMA) Standards for Type 3R, Type 3S or Type 4, made of galvanized steel,

aluminum, stainless steel or other materials approved by the Engineer. Ensure that the enclosure has a hinged door which can be locked with a padlock. Provide padlock and two keys. Do not use external handles or switches. Ensure that the inside dimensions meet NEC requirements.

639-3.5.2 Circuit Breaker: Use manually resettable circuit breaker(s) which have a current rating above the current rating of the circuit breaker to which electrical power is provided. Do not use less than a 40A circuit breaker for the main breaker.

639-3.6 Surge Protective Device: Use a lightning arrester rated for a maximum permissible line to ground voltage of 175 VAC.

639-3.7 Attachment Hardware: Use attachment hardware that meets the requirements of Section 603.

639-4 Installation Requirements.

639-4.1 General: Meet the following requirements for the installation of individual components of the electrical power service assembly:

Use extreme care and caution in the installation of all components of the electrical power service assembly.

Follow installation procedures recommended by NEC and National Electrical Safety Code (NESC).

Consider the location of electrical power service assemblies as shown in the Plans to be approximate, and coordinate with the appropriate electrical power company authority to determine the exact locations of each assembly.

639-4.2 Weatherhead: Securely attach the weatherhead to the upper end of the conduit which extends upward from the meter base (or service disconnect if a meter base is not required) to a minimum height of 22 feet above grade.

639-4.3 Conduit: Securely attach all conduit to the pole or cabinet with a maximum distance of 5 feet between conduit attachment hardware.

639-4.4 Electrical Conductor: Install electrical and grounding conductors in a manner which will ensure that damage to the installation will not occur.

Ensure that the electrical and grounding conductors are of sufficient length after installation in the conduit to provide for attachment to the power company service and for terminations within each disconnect, meter, transformer, device cabinet and pull box for which power is required.

639-4.5 Meter Base: When a meter base is required, securely fasten the meter base to the pole or cabinet. Install pole mounted meter bases at a minimum height of 5-1/2 feet above grade when measured from the center of the meter base or meet the local electric power company requirement, whichever is greater.

639-4.6 Service Disconnect: Securely fasten the service disconnect to the pole (or cabinet with the Engineers approval), and electrically position the service disconnect between the service meter and the traffic control device cabinet to which electrical service is being supplied. Install pole mounted service disconnects a minimum of 4 feet above grade when measured from the bottom of the disconnect. For cabinet installations, mount the service disconnect at a height approved by the Engineer or as shown in the Plans.

639-5 Method of Measurement.

639-5.1 General: Measurement for payment will be in accordance with the following work tasks.

Payment for all electrical conductors is based upon the distance of the cable run and includes payment for all conductors used in the run.

Payment for conduit and electrical service wire which is vertically attached to the electrical power equipment is considered incidental and paid under item 639-1 & 639-3.

639-5.2 Furnish and Install: The Contract unit price per foot of electrical conductor, or the Contract unit price each for the electrical power service assembly and/or electrical disconnect, furnished and installed, will include furnishing all materials and hardware as specified in the Contract Documents, and all labor, equipment, and miscellaneous materials necessary for a complete and accepted installation.

639-5.3 Furnish: The Contract unit price per foot of electrical conductor, or the Contract unit price each, for the electrical power service assembly and/or electrical disconnect, furnished, will include the cost of the required materials and hardware as specified in the Contract Documents, plus all shipping and handling costs involved in delivery as specified in the Contract Documents.

639-5.4 Install: The Contract unit price per foot of electrical conductor, or the Contract unit price each, for the power electrical service assembly and/or electrical disconnect, installed, will include all labor, equipment, and miscellaneous materials necessary for a complete and accepted installation. The Engineer will supply electrical service wire or electrical service disconnect.

639-6 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section. Payment will be made under:

- Item No. 639- 1- Electrical Power Service - per assembly.
- Item No. 639- 2- Electrical Conductor - per foot.
- Item No. 639- 3- Electrical Disconnect - each.

END OF SECTION 639

SECTION 700 HIGHWAY SIGNING

700-1 Description.

Furnish and erect roadway signs, at the locations shown in the Plans, in accordance with the details shown in the Plans. All overhead cantilever and truss mounted signs are to be lighted and retroreflective unless otherwise noted in the Plans.

CFX designates ground traffic signs as signs erected on the shoulders, slopes, or medians, but not extending over the traveled roadway.

CFX designates signs erected partially or completely over the traveled roadway or mounted on bridges as overhead traffic signs, and may further classify some of these signs as overhead cantilever or span traffic signs.

CFX designates signs that include certain electronic display components as Electronic Display Signs (EDS) and may further classify them as Electronic Warning Signs (EWS), Electronic Regulatory Signs (ERS), Electronic Speed Feedback Signs (ESFS), or Blank Out Signs (BOS). EDS may be erected on the shoulders, slopes, or in the medians, or installed on mast arms, monotube assemblies, or span wires.

Obtain multi-post and overhead sign structures from a fabrication facility that is listed on the FDOT's list of metal producers with an accepted quality control program, meeting the requirements of 105-3.

700-2 Sign Assembly Design Requirements.

700-2.1 General: Sign assemblies as specified in the Plans fall into three general categories: ground sign assemblies, overhead sign assemblies, and electronic display signs.

700-2.2 Sign Panels: All sign panels shall be aluminum. Fabricate standard sign panel messages in accordance with details included in the Standard Highway Signs Manual published by the U.S. Department of Transportation. The CEI will not require the submittal of shop drawings for these signs or for non-standard sign panels and messages fabricated in accordance with details shown in the Plans. Submit seven copies of shop drawings indicating detailed layout of the sign legend, spacing, and border for all other signs to the CEI prior to fabrication.

If the size of a sign is not specified in the Plans, provide the size sign for conventional roadways as shown in the MUTCD.

700-2.3 Breakaway Support Mechanisms for Ground Traffic Signs:

700-2.3.1 Frangible Supports: Provide posts for all frangible sign assemblies consisting of aluminum tubes up to 3 1/2 inches outside diameter with 3/16 inch wall thickness in accordance with the requirements in the Design Standards.

700-2.3.2 Slip Bases: For posts with slip base assemblies, use galvanized steel in accordance with the requirements in the Design Standards.

700-2.4 Overhead Sign Structures:

700-2.4.1 Shop Drawings: Submit shop drawings to the CEI for approval as specified in Section 3 of the General Specifications. Prior to the submittal of the shop drawings, determine the actual length of support columns for all sign structures on the basis of existing field conditions and include these lengths on the shop drawings.

700-2.4.2 Installation: Install nuts on anchor bolts in accordance with 649-5 and 649-6. Use ASTM A325 bolt, nut and washer assemblies for all installations other than anchor bolts as follows. Use bolt, nut and washer assemblies that are free of rust and corrosion and that are lubricated properly as demonstrated by being able to easily hand turn the nut on the bolt thread for its entire length. Tighten nuts to the full effort of an ironworker using an ordinary spud wrench to bring the faying surfaces of the assembly into full contact which is referred to as snug tight condition. After bringing the faying surfaces of the assembly into full contact and to a snug tight condition, tighten nuts to achieve the minimum torque as specified in Table 700-1 unless the connection is an alternate splice connection of a span sign structure, in which case, tighten nuts in accordance with the turn-of-nut method of Table 460-7 of Section 460. Maintain uniform contact pressure on the faying surfaces during snugging and the subsequent final tightening process, by using a bolt tightening pattern that balances the clamping force of each bolt, as closely as possible, with the equal clamping force of a companion bolt. Within 24 hours after final tightening, the CEI will witness a check of the minimum torque using a calibrated torque wrench for 3 bolts or a minimum of 10% of the bolts, whichever is greater, for each connection; however, do not perform this check on alternate splice connections of span sign structures.

Table 700-1

Bolt Diameter (in.)	Minimum Torque (ft.-lbs)
3/8	15
1/2	37
5/8	74
3/4	120
7/8	190
1	275
1 1/8	375
1 1/4	525

700-2.5 Sign Retroreflective Sheeting: Meet the requirements of Section 994. Use Type III, VII or XI sheeting for background sheeting, white legends, borders and shields on all signs with the following exceptions:

- a. Use Type VII sheeting for STOP, DO NOT ENTER and WRONG WAY signs.
- b. Use Type III or greater prismatic material for white sheeting for overhead signs.

Use Type III, VII or XI yellow-green fluorescent sheeting for S1-1 school advance signs and supplemental panels used with S1-1, S3-1 and S4-5 school signs. Do not mix signs having fluorescent yellow-green sheeting with signs having yellow retroreflective sheeting. Use fluorescent orange Type VI or VII for all orange work zone signs. Mesh signs shall meet the color, daytime luminance and nonreflective property requirements of Section 994, Type VI.

700-2.6 Breakaway Support Mechanisms for Electronic Display Signs: Provide posts or posts with slip bases as shown in the Plans.

700-3 Materials.

700-3.1 General: Meet the materials requirements shown below and any additional requirements which the Plans might show.

700-3.2 Concrete: Use concrete meeting the requirements of Section 346.

700-3.3 Reinforcing Steel: For reinforcing steel in footings, meet the requirements of Section 415.

700-3.4 Aluminum Materials:

700-3.4.1 General: For aluminum materials, meet the general provisions of 965-1.

700-3.4.2 Sheets and Plates: For aluminum sheets and plates for sign panels, meet the requirements of ASTM B 209, Aluminum Association Alloy 6061-T6, 5154-H38 or 5052-H38 and those shown in the Plans.

700-3.4.3 Extruded Tubing: For extruded aluminum tubing, meet the requirements shown in the Plans.

700-3.4.4 Castings: Provide aluminum castings of the alloys shown in the Plans. For aluminum alternates the CEI will allow a cast base, provided the Contractor submits test reports giving evidence that the base to be used for each pole size is as strong as the pole with which it is to be used. Perform physical tests and submit certified reports for one base to be used with each pole size. Use Alloy A 356-T6 for the castings. Use aluminum bolts for connecting parts of the cast base.

700-3.4.5 Channels: For aluminum channels, meet the requirements of ASTM B 308 for the alloys shown in the Plans.

700-3.4.6 Bolts, Nuts, and Lockwashers: For aluminum bolts, nuts, and lockwashers, meet the requirements shown in the Plans. Ensure that finished bolts and washers are given an anodic coating of at least 0.0002 inch in thickness and are chromate-sealed.

700-3.5 Steel:

700-3.5.1 General: Only use structural steel, including bolts, nuts, and washers, that have been hot dip galvanized or metalized after fabrication. Perform hot dip galvanizing in accordance with ASTM A 123 or ASTM A 153 and metalizing in accordance with Section 562.

For galvanized steel members meet the general requirements of Section 962 and the specific requirements of 962-9.

700-3.5.2 Specific Uses of Aluminum and Galvanized Steel: Use aluminum bolts, nuts, and hardware to connect parts of the cast base.

Use galvanized steel anchor bolts for anchoring base plates to concrete bases and for the nuts and washers.

For all other metal parts of the cast base, the CEI will allow galvanized steel as an alternate to aluminum.

700-3.6 Bearing Pads: For bearing pads, meet the requirements of 932-2.

700-3.7 Retroreflective Sheeting: All retroreflective sheeting must be listed on the QPL and meet the retroreflective sheeting requirements of Section 994.

700-3.8 Process Colors: Use transparent and black opaque process colors listed on the QPL meeting the requirements of 994-4 on retroreflective and nonreflective sheeting.

700-3.9 Electronic Display Signs: Use electronic display signs and mounting hardware that meet the requirements of the MSTCSD and are listed on the Approved Products List.

Use only new signs and mounting hardware.

Provide signs marked in accordance with Section 603 and ensure the markings are visible after installation.

Provide installation guides and operator's manuals for each EDS. Ensure the manuals include functional block diagrams and wiring diagrams; with information required to operate, maintain, troubleshoot, and repair the EDS; and with recommended maintenance and calibration procedures.

Ensure signs have a manufacturer's warranty covering defects in assembly, fabrication, and materials for a minimum of three years from the date of final acceptance. Ensure Guaranties on EDS comply with Section 608.

700-4 Preparation of Sign Blanks.

700-4.1 De-greasing and Etching for Aluminum Sign Blanks:

700-4.1.1 General: Prior to the application of retroreflective sheeting, use any of the methods shown below to de-grease and etch the aluminum sign blanks.

700-4.1.2 Hand Method: Under this method, de-grease and etch the blanks in one operation, using steel wool (medium grade) with any of the following combinations of materials:

- (1) An abrasive cleanser of a commercial grade kitchen scouring powder.
- (2) Acid and a suitable detergent solution.
- (3) An alkaline solution.

Thoroughly rinse the blanks with clean water following all hand degreasing operations.

700-4.1.3 Power-Washer Method: Under this method, de-grease the blanks with an inhibited alkaline cleanser, by spraying for 90 seconds with the solution between 135 and 249°F, the exact temperature to be as recommended by the manufacturer of the cleanser. After the spraying, rinse the blanks with clean water. Then etch the blanks by immersing them in a 6 to 8% solution of phosphoric acid at a temperature of 100 to 180°F for 60 seconds. After immersion, rinse the blanks in clean water.

700-4.1.4 Immersion Method: Under this method, de-grease the blanks by immersing them in a solution of inhibited alkaline cleanser at a temperature between 160 and 180°F for three to five minutes, and then rinsing with clean water. Then etch blanks by immersing them in a 6 to 8% solution of phosphoric acid at a temperature of 100°F for three minutes. After immersion, rinse the blanks in clean water.

700-4.1.5 Vapor De-greasing Method: Under this method, de-grease the blanks by totally immersing them in a saturated vapor of trichloroethylene. Remove trademark printing with lacquer thinner or a controlled alkaline cleaning system.

700-4.1.6 Alkaline De-greasing Method: De-grease the blanks by totally immersing them in a tank containing an alkaline solution, controlled and titrated in accordance with the solution manufacturer's directions. Adapt immersion time to the amount of soil present and the thickness of the metal. After immersion, thoroughly rinse the blanks with running water.

700-4.1.7 Etching Method when De-greasing is Separate Operation: If using either of the de-greasing methods described under 700-4.1.5 and 700-4.1.6, accomplish etching by one of the following alternate methods:

(1) Acid Etch: Etch well in a 6 to 8% phosphoric acid solution at 100°F, or in a proprietary acid etching solution. Rinse thoroughly with running cold water, which may be followed by a hot water rinse.

(2) Alkaline Etch: Etch aluminum surfaces in an alkaline etching material that is controlled by titration. Meet the time, temperature, and concentration requirements specified by the solution manufacturer. After completing etching is complete, rinse the panel thoroughly.

700-4.2 Drying: Dry the panels using a forced-air drier. Use a device or clean canvas gloves, to handle the material between all cleaning and etching operations and the application of retroreflective sheeting. Do not allow the metal to come in contact with greases, oils or other contaminants prior to the application of retroreflective sheeting.

700-4.3 Fabrication of Sign Blanks: Fabricate all metal parts to ensure a proper fit of all sign components. Complete all fabrication, with the exception of cutting and punching of holes, prior to metal de-greasing and applying the retroreflective sheeting. Cut metal panels to size and shape and keep free of buckles, warp, dents, burrs, and defects resulting from fabrication. Provide all sign panels with a flat surface.

700-5 Fabrication of Retroreflectorized Sign Faces.

700-5.1 Application of Sheeting: Apply retroreflective sheeting to the base panels with mechanical equipment in a manner specified for the manufacture of traffic control signs by the sheeting manufacturer. Ensure that sheeting applied to extruded aluminum sections adheres over and around the side legs of all panels to a minimum distance of 1/16 inch beyond the radius of top edge.

Match sign faces comprising two or more pieces of retroreflective sheeting for color and retroreflectivity at the time of sign fabrication. Reverse and apply consecutively alternate successive width sections of either sheeting or panels to ensure that corresponding edges of sheeting lie adjacent on the finished sign. The CEI will not accept nonconformance that may result in non-uniform shading and an undesirable contrast between adjacent widths of applied sheeting.

700-5.2 Finish: Seal retroreflective sheeting splices and sign edges with materials the sheeting manufacturer supplies in a manner the sheeting manufacturer specifies for traffic control signs.

700-5.3 Screening-on Message: Screen message and borders on retroreflective sheeting in accordance with the recommendations of the ink or overlay manufacturer. Process either before or after applying the sheeting to the base panels.

700-5.4 Finished Sign Face: Provide finished signs with clean cut and sharp messages and borders. Ensure that finished background panels are essentially a plane surface.

700-5.5 Stenciling: For permanent roadway signs, mark the back of all finished panels at the bottom edge with "CFX", the date of fabrication, the date of installation, and the fabricator's initials. Make the markings unobtrusive, but legible enough to be easily read by an observer on the ground when the sign is in its final position. Apply the markings in a manner that is at least as durable as the sign face.

700-6 Acceptance of Signs.

700-6.1 Manufacturer's Certification and Recommendations: Ensure that the sign manufacturer certifies that the delivered signs conform to this Section and provides recommendations for storing and repairing signs.

700-6.2 Packaging and Shipping: Have the manufacturer package and ship the signs in a manner which will minimize possible damage.

700-6.3 Storage of Signs: If signs are stored prior to installation, store them in accordance with the manufacturer's recommendations.

700-6.4 Sign Inspection: Do not install signs until the CEI inspects them for conformance with this Section. Provide all manufacturer certifications and recommendations prior to the CEI's inspection. The CEI will inspect the signs upon delivery to the storage or project site and again at the final construction inspection. Repair and replace signs deemed unacceptable by the CEI at no expense to CFX.

700-6.5 Imperfections and Repairs: Repair and replace signs containing imperfections or damage regardless of the kind, type, or cause of the imperfections or damage. Make repairs according to the manufacturer's recommendations and to the satisfaction of the CEI. Ensure that completed repairs provide a level of quality necessary to maintain the service life warranty of the sign and are satisfactory in appearance to the CEI.

700-6.6 Electronic Display Signs: In addition to the requirements of this Section, meet the requirements of Section 611.

700-7 Foundations.

700-7.1 Footings:

700-7.1.1 Excavation and Backfilling: Perform excavation and backfilling for the footings in accordance with Section 125, with the exceptions that no specific density is required and that the backfill may be tamped in 4 inches maximum layers. Use material that is at near optimum moisture and neither dry or saturated, and tamp to the extent directed by the CEI.

CFX may require that the backfilling be done with poured concrete.

Install spread footings which support sign structures overhanging the roadway as required in 455-25 through 455-37.

700-7.1.2 Mixing and Placing Concrete: For batching and mixing of concrete for footings, meet the requirements of Section 346, except that the CEI will allow hand mixing by approved methods where the quantity to be mixed does not exceed 1/2 yd³. Use cast-in-place or precast concrete for the footings. Obtain precast concrete footings from a plant that is currently on the list of Producers with Accepted Quality Control Programs. Producers seeking inclusion on the list shall meet the requirements of 105-3.

700-7.1.3 Forms: The CEI will not require forms when the ground is sufficiently firm, in which case, sufficiently moisten the adjacent earth to prevent it from absorbing the moisture from the concrete. Where forms are required and the soil is not moist, place sufficient water, as directed by the CEI, in the hole, and pour the concrete as soon as the water has been absorbed. Place at least 4 inches of loose earth, free from clods or gravel, over the top of the footing to effect curing.

700-7.1.4 Finishing Concrete: Trowel the top of the concrete to a smooth finish.

700-7.2 Drilled Shafts: Meet the requirements of Section 455.

700-8 Erection of Signs and Sign Supports.

Do not erect overhead sign supports until the concrete strength in the support footing is at least 2,500 psi. Determine concrete strength from tests on a minimum of two test cylinders sampled and tested in accordance with ASTM C 31 and ASTM C 39 and verifying test results have been provided to the CEI.

Erect the signs and sign structures in accordance with the details shown in the Plans. The Contractor may fabricate the structural steel sign trusses in sections that will fit into available galvanizing vats. Prior to galvanizing, weld the joints as specified in 460-6 and in accordance with the details shown in the Plans. Re-galvanize damaged parts as specified in Section 562. Weld aluminum structures in accordance with 965-3.

Attach electronic display signs to the supporting structure in accordance with the manufacturer's recommendations using the mounting hardware provided by the manufacturer.

700-9 Removal or Relocation of Signs.

Relocation of signs shall consist of removing the existing sign assembly and installing the sign on a new foundation.

When the Plans call for existing ground-mounted signs to be relocated or removed, immediately remove supports and footings that project more than 6 inches above the ground surface after removing the sign panel from the assembly. Remove existing footings to a depth at least 12 inches below the ground surface. Restore the area of the sign removal or relocation to the condition of the adjacent area. The costs will be included in the Contract unit price of the item to which it is incidental.

Notify the CEI a minimum of 30 days prior to removal of existing Logo sign structures.

700-10 Overlay Existing Sign Panels.

Use 0.040 inch thick aluminum sheeting for overlays larger than 3 square feet placed on a sign panel. Replace hex head bolts on the sign surface using stainless steel flat head machine screws with nuts and lock washers to give a flat surface for the overlay panel. Install the overlay panels

starting at the edge away from traffic. Place each panel against the sign using a clamp at the top to hold the panel in place. Drill 1/8 inch holes 1 inch inside the panel edge every 6 inches to 8 inches and install 1/4-inch to 3/8 inch length pop rivets. Install additional rivets along the outer edge 6 inches to 8 inches. Place the remaining panels using the same procedure with the overlap in the direction away from the traffic and with rivets along the overlap on 12 inch centers.

700- 11 Method of Measurement.

The quantities to be paid for will be:

- (1) The number of ground traffic signs of each designated class of assembly, complete.
- (2) The number of lighted overhead traffic signs of each designated class of assembly, complete.
- (3) The number of existing signs removed, relocated, modified of each designated class of assembly, complete.
- (4) The number of overhead signs span wire mounted, bridge mounted, and lighted sequential, of each designated class of assembly, complete.
- (5) The number of electronic display signs, of each designated class of assembly, complete.
- (6) The number of flashing beacon signs, of each designated class of assembly, complete.

For the purpose of payment, a sign assembly consists of all the signs mounted on a single structure (one, two or three posts, or overhead structure) or all the signs on a bridge mounted sign structure and the sign structure.

700-12 Basis of Payment.

Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the Plans; including sign panels complete with sheeting, painting, and message; sign posts and supports, foundations, excavation, etc.; for lighted signs, include all costs of the electrical installation for lighting, up to the point of connection by others; for flashing beacon signs, include all costs of beacons, controllers, and electrical installation, up to the point of connection by others; and all other work specified in this Section, including all incidentals necessary for the complete item.

END OF SECTION

SECTION 992

HIGHWAY LIGHTING MATERIALS

992-1 General

992-1.1 Pole Design Criteria: The light poles and bracket arms shall be in accordance with the requirements of the AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, the FDOT Structures Manual and with the specific requirements contained in this Section.

992-1.2 Luminaires, Driver, etc.: All luminaires shall be one of the products listed in the Department's Approved Product List (APL) or as specified in the Contract Documents. Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6.

The light source for luminaires shall be either light emitting diodes (LED), magnetic induction or plasma induction.

The luminaire housing shall be constructed of precision cast aluminum with a corrosive resistant polyester powder coat finish. The standard color shall be gray. The housing shall have an electrical terminal block to attach the luminaire cable and a hinged door which provides direct access to internal parts. Hinged doors are not required for high mast luminaires and underdeck luminaires. All hardware on the exterior of the housing shall be stainless steel. The refractor and lens shall consist of glass or an optical grade polymer. The manufacturer shall place a permanent tag in the luminaire housing imprinted with: the manufacturer name, luminaire voltage, lamp wattage, and provide a blank area for the Contractor to inscribe the installation date.

Luminaires shall meet the following requirements: UL 1598 listed and labeled for installation in wet locations by an OSHA recognized "Nationally Recognized Testing Laboratory" (NRTL), be capable of maintaining 94.1% intensity at 10,000 hours with an ambient temperature of 25°C (IES LM-80) and have IESNA light distribution curves (IES LM-79) by an EPA recognized laboratory.

The driver shall be rated for 100,000 hours and have a power factor greater than or equal to 90% at full load with a total harmonic distortion less than or equal to 20% at full load. The fixture shall accommodate a circuit voltage of 480V.

Luminaires shall be provided with a minimum 10kV/10kA internal surge suppression module meeting UL 1449/ANSI C62.41.2 Category C.

The manufacturer shall submit a five-year non-prorated full warranty on all components of the luminaire to the Department. The warranty shall begin on the project acceptance date and include all components of luminaire.

992-1.3 Conductors: All conductors shall be color-coded stranded copper meeting the requirements of NEMA WC 70. All conductors shall be tested and listed by a NRTL.

Service and circuit conductors shall be single-conductor cable Type XHHW (XLPE) and shall not be smaller than No. 6 AWG.

Bonding ground conductor shall have a green jacket and shall not be smaller than No. 6 AWG.

992-1.4 Conduit: Conduit shall meet the requirements of Section 630.

992-1.5 Electrical Ground Rod: The electrical ground rods shall be 5/8-inch copper clad steel. Electrical ground rods shall be sectional type where length exceeds 10 feet.

992-1.6 Fittings and Bends: Fittings, bends and miscellaneous hardware shall be in accordance with the National Electrical Code (NEC) and shall be compatible with the adjacent

conduit and materials.

992-1.7 Conductor Splices: Unless otherwise shown in the Standard Plans or authorized by the Engineer, conductor splices shall be made with splice kits model TYCO GELCAP-SL-2/0-3HOLE(B10), split bolt connectors are not permitted for use. The connector shall be sealed in silicone gel that easily peels away leaving a clean connection. The gel will be contained in a closure that when snapped around the connection block will provide a waterproof connection without the use of tools or taping. This closure will be UV resistant, impact resistant and abrasion resistant.

992-1.8 Pull Boxes: Pull boxes shall meet the requirements of Section 635.

992-1.9 Distribution Service Point Equipment: All electrical equipment shall be provided with 75°C terminal lug connectors.

992-1.9.1 Service Main: Two pole 480 V, 35,000 min. AIC, solid neutral, NEMA 4X stainless steel, enclosed circuit breaker rated for service entrance.

992-1.9.2 Control Panel Enclosure: NEMA 4X stainless steel enclosure ground mounted in accordance with Standard Plans, Index 639-002. Dimensions shall be as necessary for equipment inside.

992-1.9.3 Control Panel Main Disconnect: Two Pole, 480V, 35,000 AIC with solid neutral in NEMA 1 enclosure. Number and rating of branch circuit breakers shall be as indicated in Plans.

992-1.9.4 Lighting Contactor: Two pole, 480V electrical contactor in NEMA 1 enclosure w/HOA on cover, 120V coil and fused control power transformer.

992-1.9.5 Electrical Panel: Single Phase (two pole), 480V, with solid neutral in NEMA 1 enclosure.

992-1.9.6 Surge Protection Device: The main service entrance shall be surge protected with a Type 1 SPD, and meet the requirements of UL1449, latest edition or be listed by a NRTL. Locate the SPD on the load side of the main disconnects over-current protection device. The SPD shall be equipped with a protection status and flashing red service LED, audible alarm and dry contacts.

For 480V to ground, single-phase services, ensure that the SPD includes L-N, L-G and N-G protection and has a maximum surge current rating of 50 kA per phase or greater. The SPD shall have a Voltage Protection Rating equal to 1800V, 20kA I-nominal and a Short Circuit Rating (SCCR) of 100kA or greater.

For 240/480 split phase services, ensure that the SPD includes L-L, L-N, L-G and N-G protection and has a maximum surge current rating of 100 kA per phase or greater. The SPD shall have a Voltage Protection Rating equal to 1000V, 20kA I-nominal and a Short Circuit Rating (SCCR) of 100kA or greater.

992-1 Conventional Lighting.

992-2.1 Poles: Poles for conventional lighting shall be aluminum unless otherwise shown in the Plans.

992-2.1.1 Aluminum Poles: Aluminum poles shall be round, one piece, continuous-tapered high-strength aluminum, and of an approved alloy meeting the requirements of the Standard Plans. The poles shall be of such length as to provide the approximate luminaire mounting height shown in the Plans. Poles installed on bridges, walls and median concrete barriers shall be equipped with internal vibration damping devices.

992-2.1.2 Concrete Poles: Concrete poles may be used only when specified in the Plans. When specified, concrete poles shall meet the requirements of Section 641 and Standard Plans, Index 641-010 for a Type P-III pole.

992-2.2 Bases: Aluminum poles shall be installed on transformer bases with the exception of lights installed on bridge pilasters or on top of median concrete barriers.

Transformer base poles shall have a tin-plated bronze grounding lug model ERICO CC207 connected within the transformer base. The base shall be arranged for anchoring to a transformer base with four 1 inch anchor bolts (minimum size). Wall and pilaster mounted poles shall have an aluminum dual rated lug model NSI 4T.**992-2.3 Bracket Arms:** Bracket arms shall be aluminum, truss-type construction, consisting of upper and lower members with vertical struts, and shall have the luminaire end formed to accommodate a 2-inch pipe slipfitter. The bracket arms shall meet the design requirements of 992-1.1. Bracket arms shall be attached to aluminum poles, with machine bolts and pole adapters, unless approved otherwise.

992-2.4 Luminaires: The luminaires shall meet the requirements shown in the Plans and the following additional requirements.

a. A maximum correlated color temperature (CCT) of 4000°K meeting ANSI C78.377A (3985°K, plus or minus 275°K).

b. The optical portion of the housing shall be sealed to provide an IP 66 rating.

The luminaire mounting assembly shall be a slipfitter type designed to accommodate a nominal 2-inch pipe size (2-3/8 inch O.D.) arm or a pole top mounting assembly designed to accommodate a 2-3/8 inch pole top tenon.

For APL qualification, the manufacturer must have a fixture with an IESNA light distribution curve (IES LM-79) by an EPA recognized laboratory, meeting a minimum pole spacing of 240 feet using the AGi32 lighting optimization tool with the following settings:

Setting	Requirement
Roadway Standard	IES RP-8-200
R-Table	R3 (Q0=0.07)
Roadway Layout	Two Rows Opposite, With Median, 2R OPP w/M
Roadway Width	40 feet
Median Width	22 feet
Number of Lanes in Direction of Travel	3
Driver's Side of Roadway	Right
Calculation Area	Bottom
Mounting Height	As per manufacturer's recommendation
Setback	12 feet
Tilt	0°
Optimization Criteria	Avg. Illuminance = 1.5 fc Avg./Min. Ratio = 4 Max./Min. Ratio= 10 Lv Max./L Avg. Ratio= 0.3
Arm Length	Pole top fixtures – as provided by the IES file Arm mounted fixtures – 12 feet

992-2.5 Luminaire Cable: Pole and bracket cable shall be multi-conductor Type XHHW-2 XLPE TC with three No. 10 AWG. Conductors shall be rated for 600 V in dry and wet conditions.

992-2.6 In Line Fuse Holders: In line fuse holders shall be HOMAC SLK-M or SDK-M, provide a breakaway connection and be UL recognized per Guide IZLT2 and rated for 600V. The wire connections in the fuse holders shall be of the copper setscrew type. Fused connections shall utilize the Littlefuse FLM10 10-amp time delay fuse rated for 500V. Fuses shall be UL listed to Standard 248-14. The rating for the fuse holders shall be water resistant and submersible rated.

992-2.7 Surge Protection Devices for Circuit Protection at Poles: The metal oxide varistor (MOV) based SPD shall be HESCO #HE480BB-TF and shall be potted in a manner to be waterproof and be provided with a 3ft XHHW green ground conductor. UL listing is not required. SPD's per mode surge current rating shall be 20kA for 480V to ground and 20kA for neutral to ground. Maximum continuous operation voltage (MCOV) shall be not less than 550Vrms and not greater than 600Vrms. All wires and internal spacings shall be insulated for 600Vrms.

992-2.8 Pole Cable Distribution System.

992-2.8.1 General: These requirements are applicable for all systems rated up to and including 600V. The installed system shall be in compliance with Standard Plans, Index 715-001 The pole cable distribution system shall be assembled in a UL approved shop and shall consist of the following parts:

1. Southwire, 10-3 TC-ER 600V XHHW-2 XLPE Luminaire Cable
2. Raychem WCSM-12/3-150S Heat Shrinks (Black, Red and Green)
3. HOMAC SDK-M Breakaway Fuse Holder with Copper Slug
4. HOMAC SLK-M Breakaway Fuse Holder
5. Panduit MTP3S-E6-C Strain Relief with Tie Wrap (for ground mount PCDSs only)
6. Littlefuse FLM10 Time Delay Fuse
7. HESCO HE480BB-TF Surge Arrestor with 3ft XHHW Green Ground Conductor
8. ERICO Cadweld NX1161L One Shot
9. TYCO Gelcap-SL-2/0-3 Hole Splice Kit
10. Southwire #6 Bare Solid Grounding Wire
11. NSI DS184 Duct Seal
12. ERICO CC2207 Tank Grounding Lug (for ground mount PCDSs only)
13. NSI 4T Chair Grounding Lug (for wall/pilaster mount PCDSs only)

The use of the FDOT APL approved MG-Squared DOT-PLUG pole cable distribution system is an acceptable alternative to the Standard Plans.

992-2 High Mast Lighting.

992-3.1 Poles: Poles for high mast lighting shall be galvanized steel unless otherwise shown in the Plans. Steel high mast poles shall be continuous-tapered, round or minimum of 12 sided poles and meet the requirements of the Standard Plans.

Each pole shall include a galvanized steel wench plate of sufficient size to mount the winch, portable drive unit mounting tube, circuit breaker panel and surge arrestor.

992-3.2 Luminaires: The luminaires shall meet the following requirements.

- a. A maximum correlated color temperature (CCT) of 4000°K meeting ANSI C78.377A (3985°K, plus or minus 275°K).
- b. The optical portion of the housing shall be sealed to provide an IP 66

rating.

The luminaire mounting assembly shall be a slip fitter type designed to accommodate a nominal 2-inch pipe size (2-3/8 inch O.D.) connection. For qualification, the manufacturer must have a fixture with a Type V IESNA light distribution curve (IES LM-79) by an EPA recognized laboratory, capable of providing photometrics similar to a 1000 W HPS fixture when mounted on 80 to 120-foot poles.

992-3.3 Surge Protective Devices for Surge Protection at Poles: Surge protective devices (SPD) shall be Type 1 or Type 2. UL or NRTL listed to UL 1449 Third Edition. Surge current rating on a per phase basis shall be equal or exceed 50kA. I-nominal rating shall be 10kA or 20kA. Modes of protection shall include L-G and N-G having UL 1449-3 Voltage Protection Ratings (VPR's) of 2000V or lower.

992-3.4 Lowering System: The lowering system may be either a top latch or bottom latch system. The lowering system shall consist of the following.

992-3.4.1 Head frame and Covers: The head frame unit shall rigidly mate the top of the pole to the head frame platform. The platform with its associated sheaves shall be covered to prevent water from entering the top of the pole. The head frame structure shall be stainless steel and attach to the pole by stainless steel bolts or by means of a galvanized steel slipfitter. The head frame shall utilize two stainless steel cable sheaves for each lowering cable. The cable sheaves shall be a minimum of 5 inches in diameter and grooved to the exact cable diameter, for 180 cable bearing surface. The power cord shall travel on sheaves or a combination of rollers providing a radius for the cord of 6 inches or larger. Each end of the sheaves or rollers shall have a keeper to prevent the cable from jumping out of the roller track or sheave cover that will act as a keeper. Bearings shall have permanent lubrication. For top latch systems the head frame shall include latch mechanisms which support the luminaire ring in the latched position and prevent the luminaire ring from rotation. For bottom latch systems the head frame shall include centering guides which center the luminaire ring and prevent the ring from rotation.

992-3.4.2 Luminaire Ring: The luminaire ring assembly shall consist of the luminaire ring, hoisting cable terminator tubes, and weather proof junction box. The luminaire ring and the junction box shall be fabricated of stainless steel. The ring shall be supplied with bolt on 2-inch stainless steel pipe tenons for the required number of luminaires. Two of the stainless steel tenons shall have a 1-inch half coupling welded to the tenon for the possible installation of Federal Aviation Administration (FAA) approved obstruction lights. The inner portion of the ring shall be equipped with a PVC shock absorbing tubes or shall utilize roller contact spring-loaded centering arms which center the luminaire ring and protect the pole and luminaire ring during raising or lowering operations. A 600-volt terminal block, completely prewired shall be included in the junction box. The luminaire ring shall be prewired with distribution wiring suitable for proper application and operation of the luminaires. A male flanged receptacle shall be mounted on the luminaire ring to allow testing of the luminaire while in the lowered position. The receptacle shall face away from the pole for easy access.

992-3.4.3 Lowering Cables: For bottom latch lowering systems, a minimum of two cables shall be used to lower the luminaire ring. Lowering cables for bottom latch systems shall be stainless steel aircraft cables of 1/4 inch or greater diameter. Where the wire cables bend over sheaves or the winch drum, the maximum working stress in the outer fibers of wire cable shall not exceed 20% of the cable manufacture's rated ultimate stress. The hoisting cable shall manually latch at the base of the pole and shall remove the load from the winch system. Each latch point shall be capable of supporting the entire weight of the luminaire ring assembly including

luminaires. All moving parts of the latch mechanism shall be within reach from the ground level.

For top latch lowering systems, three stainless steel aircraft cables of 3/16 inches or greater diameter shall be provided. The transition yoke, hardware connecting the lowering cables to the transition yoke and hardware connecting the winch cable to the transition yoke shall be stainless steel. Where the wire cables bend over sheaves or the winch drum, the maximum working stress in the outer fibers of wire cable shall not exceed 20% of the cable manufacturer's rated ultimate stress. All latching systems shall remove the load from the winch system. Each latch point shall be capable of supporting the entire weight of the luminaire ring assembly including luminaires.

992-3.4.4 Modular Power Cable System: The modular cable system shall consist of cables with weathertight connectors. All portions of the cable system shall be rated up to and including 600 V. The plugs and connectors shall be UL or NRTL listed to UL 498 twist- lock type devices with a NEMA L16-30R configuration for 480V line to neutral systems or for 480V line to line systems. The X designated prong shall be the hot leg for 480V line to neutral systems. The X and Z designated prongs shall be the hot legs for 480V line to line systems. The Z designated prong shall always be treated as a neutral leg. The plugs and connectors shall be equipped with watertight safety shrouds meeting UL 4X enclosure rating. Plugs and connectors when used on cord sets shall be equipped with IP 55 rated waterproof boots.

The power cable shall be a minimum of 10/3 SOOW cable that is wired from distribution cable in the pull box near the base of the pole to the line side of the circuit breaker panel.

The circuit breaker cable shall be an 8-foot length of 10/3 SOOW (minimum) cable that is connected to the load side of the circuit breaker panel and a female receptacle on the other end. This female receptacle shall mate with the male plug on the pole cable, the male flanged receptacle on the luminaire ring and the male plug on the portable step- down transformer.

The pole cable shall be the length of the mounting height of the pole plus 6 feet. The cable shall be a minimum of 10/3 SOOW with a male plug on one end that mates with the female receptacle on the circuit breaker cable. The other end fits under the lugs in the junction box on the luminaire ring. The power cable shall be attached to the luminaire ring with a stainless-steel strain relief Kellem's grip capable of withstanding the pull of the weight of the cable. All power cables should be attached to the stainless-steel weathertight wiring chamber with weathertight cable connectors

992-3.4.5 Winch Drum: The drum shall be constructed of stainless steel and be designed to provide a level wind of wire cable. The winch shall be a reversible worm gear self-locking type with an integral friction drag brake to prevent free spooling. Raising speed of the luminaire ring shall be a minimum of 12 feet per minute. Stainless steel 7 x 19 aircraft cables of 1/4 inch or greater diameter shall be supplied on the winch. The winch drums shall be designed to provide smooth winding of the winch cables on the drum and to prevent cable slippage on the drum.

992-3.4.6 External Portable Winch Motor (One per Project): The winch shall be designed for hand operation or for operation by means of a 1/2-inch heavy duty reversing electric drill motor or a portable reversible AC motor with a magnetic brake. Both portable power units shall be mounted to the winch by a stainless-steel mounting bracket and shall be remote controlled to enable the operator to stand 25 feet from the pole. One portable drill motor or portable motor power unit shall be provided for each project.

992-3.4.7 Portable Step-Down Transformer (One per Project): A portable 1.5 kVA dry type transformer shall be provided for each project. The transformer shall step-down

the high mast distribution voltage to 120/240V. The transformer shall be mounted in a NEMA 3R enclosure and have a male plug or receptacle which mates to circuit power cable. The transformer shall also have a 120V grounded receptacle for use by electric drill motor or portable motor power unit.

992-3 Sign Lighting.

992-4.1 Luminaires: The luminaires shall meet the following requirements.

- a. A maximum correlated color temperature (CCT) of 4000°K meeting ANSI C78.377A (4000°K, plus or minus 283°K).
- b. The optical portion of the housing shall be sealed to provide an IP 66 rating.

The luminaire mounting assembly for a sign luminaire shall be a slipfitter type designed to accommodate a 1-1/2-inch, Schedule 40 steel pipe arm connection.

992-4.2 Conductors: All sign structure lighting conductors shall be stranded copper wire with XHHW (cross-linked polyethylene (XLPE) high heat-resistant, water-resistant) insulation, rated at 600 V in dry and wet conditions. Use conductors not smaller than No. 10 AWG. Conductor splices shall be made with silicone filled wire nuts rated for outdoor use.

992-4 Underdeck Lighting.

992-5.1 Luminaires: The luminaires shall meet the following requirements.

- a. A maximum correlated color temperature (CCT) of 4000°K meeting ANSI C78.377A (3985°K, plus or minus 275°K).
- b. The optical portion of the housing shall be sealed to provide an IP 55 rating.

Underdeck fixtures shall be pendant or wall mounted fixtures.

992-5.2 Conductors: All Underdeck structure lighting conductors shall be stranded copper wire with XHHW (cross-linked polyethylene (XLPE) high heat-resistant, water-resistant) insulation, rated at 600 V in dry and wet conditions. Use conductors not smaller than No. 10 AWG. Conductor splices shall be made with silicone filled wire nuts rated for outdoor use.

992-5 Protection of Light Poles.

Each metal pole shall be appropriately and adequately protected by “tire wrapping” with heavy paper, or by some other effective means, so that no chipping, gouging, or other significant surface damage will be incurred during transit or installation. The poles, when installed, shall be clean and uniformly free from dark streaks and discoloration.

992-6 Luminaire Retrofit Kits for Conventional Lighting.

Luminaire retrofit kits shall meet the following requirements:

- a. The light source for luminaire retrofit kits shall be light emitting diodes (LEDs) meeting ANSI C78.377A with a maximum correlated color temperature of 4000°K (3985°K ± 275°K).
- b. The luminaire retrofit kit shall be UL 1598C listed by an OSHA “Nationally Recognized Testing Laboratory” (NRTL).
- c. The optics shall have an IP 66 rating. Submit testing report.
- d. LEDs shall be capable of maintaining 94.1% intensity at 10,000 hours with an ambient temperature of 25°C (IES LM-80). Submit testing report.
- e. Luminaire retrofit kits shall have a IESNA light distribution curve (IES LM-79)

designated by an EPA-recognized laboratory. Submit testing report.

f. Luminaire retrofit kits shall meet a minimum pole spacing of 240 feet using the AGi32 lighting optimization tool in accordance with the settings shown in Sub-article 992-2.4. Submit IES file.

g. Luminaire retrofit kits shall have a driver rated for 100,000 hours with a power factor greater than or equal to 90% at full load and a total harmonic distortion less than or equal to 20% at full load. Submit driver information that documents these requirements, including the operational temperature of the driver at 25°C.

h. Luminaire retrofit kits shall accommodate a circuit voltage of 480V.

i. Luminaire retrofit kits shall be provided with a minimum 10kV/10kA internal surge protection device (SPD) meeting UL 1449 and ANSI C62.41.2 Category C High. Submit SPD information that documents these requirements.

j. The manufacturer shall submit a five-year non-prorated full warranty on all components of the luminaire retrofit kit to the Department. The warranty shall begin on the project acceptance date and include all components of the luminaire retrofit kit.

END OF SECTION 992

PROJECT NO. 417-162(528-166)
 SR 417 POND MODIFICATIONS N. OF BERRY DEASE ROAD AND
 SR 528 WB TO SR 417 NB GUARDRAIL UPGRADES

SPECIAL PROVISIONS
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PROJECT NO. 417-162(528-166)

SR 417 POND MODIFICATIONS N. OF BERRY DEASE ROAD AND
SR 528 WB TO SR 417 NB GUARDRAIL UPGRADES

SPECIAL PROVISIONS

SP-1 CONTRACT TIME, SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

Substantial Completion

After the charging of Contract Time begins, the Work shall reach Substantial Completion within 90 calendar days (or within such additional time as may have been granted by CFX).

CFX and the Contractor 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 Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay CFX Two Thousand Five Hundred Dollars (\$2,500) for each calendar day that expires after the time specified above for Substantial Completion until the Work achieves Substantial Completion.

Final Completion

The Work shall be completed and ready for Final Completion by CFX within 120 calendar days (or within such additional time as may have been granted by CFX) after the charging of Contract Time begins.

Upon acceptance of substantial completion, if the Contractor shall neglect, refuse, or fail to complete the Work within the time specified above for Final Completion, CFX and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay CFX One Thousand Hundred Dollars (\$1,000) for each calendar day that expires after the time specified above for Final Completion.

SP-2 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:

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

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.

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.

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 the 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 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.

SP-3 BI-MONTHLY PROGRESS PAYMENTS

In accordance with Section 7.6 of the General Specifications 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). However, from time to time and at the sole

discretion of CFX, the Contractor may receive partial payment for Work previously completed on a twice a month basis. CFX may give consideration to the status of previously withheld payments, the current status of the Project schedule (specifically with regard to dollars earned versus contract time) and the maintenance of the existing and/or temporary facility to grant partial payments on a more frequent basis. The progress 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.

SP-4 CCTV AND HIGHWAY LIGHTING LOCATES AND PROTECTION

The Contractor shall request a location of facilities for CFX Closed Circuit Television (CCTV) and highway lighting. This notification shall be accomplished through the use of a Locate Ticket. The Locate Ticket will detail the Contractor's Information (contact, address, phone number etc.) and Work Information. CFX will have 14 calendar days (not including recognized holidays) to locate the facilities within the Project limits and transfer such information to the Contractor. The Contractor shall plan the submission of the Locate Ticket wherein the 14 calendar days (not including recognized holidays) will not impact the Project schedule. Claims will be not considered by CFX due to insufficient time allowed by the Contractor for the locate process. Work scheduling problems are not considered an emergency.

The Contractor shall maintain a minimum horizontal clearance of two (2) feet between the cutting edge or point of mechanized excavating or earth moving equipment and a marked, unexposed facility. A tolerance zone is the area two (2) feet from the outer edge of either side of the exterior surface of a marked facility. When working within the tolerance zone the Contractor shall use increased caution to protect the facility. Hand digging, pot holing, soft digging, vacuum excavation or similar procedures shall be used within the tolerance zone to identify the facility. The use of mechanized equipment within the tolerance zone will require prior approval by the CEI.

CFX will schedule the location of the facilities with the Contractor through an on-site meeting at the Project site prior to the start of construction wherein the Contractor will accompany CFX and record and document the location of the respective facilities. CFX will provide the location of the facilities on a single occasion. The Contractor will be responsible to preserve, maintain, protect and reestablish the location of the facility to verify that damage to the facilities will not occur. Subsequent requests for location of the facilities will be performed at a cost of \$2,000 per request.

The facilities will be marked in accordance with the guidelines for uniform temporary marking of underground facilities as approved by the Utility Location and Coordinating Council of the American Public Works Association (APWA) when marking the horizontal route of any facility. CFX will mark only the horizontal location of the facilities as the depths may vary due to installation practices, changes in the grade, soil erosion and other variables. Should the Contractor come in contact with the facility during the performance of the Work, even if there is no noticeable damage, CFX shall be notified. If any contact with or damage to any pipe, cable or its protective covering or any other underground facilities occurs, the Contractor shall immediately notify CFX. Within 24 hours of the contact or damage, the Contractor shall complete a permanent repair. The Contractor will be assessed a penalty of \$250 per hour for each hour or fraction thereof that the contact or damage is not repaired in excess of the first 24 hours. Until such time as the contact or damage has been repaired, the Contractor shall cease activities that may cause further damage to

the facility.

"Damage" means any impact upon or contact with, including, without limitation, penetrating, striking, scraping, displacing or denting, however slight, the protective coating, housing or other protective devices of any underground facility or the removal or weakening of any lateral or vertical support from any underground facility or the severance, partial or complete, of any underground facility.

(SEE ALSO SECTION 631 OF THE TECHNICAL SPECIFICATIONS – FIBER OPTIC RECOVERY)

SP-5 FUEL ADJUSTMENT

In accordance with Section 7.2.1.1 of the General Specifications 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. The Fuel Adjustments worksheet will be provided as part of a future addendum.

SP-6 LANE AND RAMP CLOSURE RESTRICTIONS

The number, type and frequency of lane and ramp closure restrictions on CFX's system are detailed in the Plans. Nevertheless, no more than one (1) lane and/or ramp will be closed at one time.

Delay costs to the public will result if all lanes and ramps are not open to traffic during the times shown on the Plans. 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. For lane/ramp closures that occur outside the allowable time periods shown in the Plans, a lane rental fee will be assessed on 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 lanes/ramps are open and traffic flow is restored as recorded by the CEI. CFX shall have the right to apply as payment on such fees any money that is due to the Contractor by CFX. At the discretion of the CEI, lane rental fees will not be charged for failure to open traffic lanes/ramps if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

Lane closures on all local roads shall be coordinated with and approved by appropriate local agency (Orange County, Seminole County, FTE, City of Orlando, FDOT etc.).

SP-7 ROADSIDE AND SLOPE MOWING

1.0 Contractor shall perform routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment and the mowing of areas that may require the use of specialized equipment. Hand labor or small machine mowing may be required to perform the specified work in certain areas or during certain times. Contractor shall be responsible to mow existing vegetation within the Project limits.

2.0 Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

3.0 Types of Mowing Areas

- A. Roadside mowing encompasses the mowed areas of shoulders, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms, around retention ponds including pond bottoms, raised median islands and various width utility strips and similar areas conducive to the use of high production equipment.
- B. Slope mowing is generally limited to slopes greater or steeper than 3:1 and that are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, canal banks, etc. Slope mowing shall be performed at the same time as roadside mowing and shall be accomplished using a boom-type slope mower. Canal banks and ditches that are inaccessible to conventional equipment shall be mowed using the boom-type slope mower.
- C. The CEI may require mowing of additional areas and will designate the type of mowing required. Payment for the additional areas will be made under the appropriate item.

4.0 Quantity and Frequency of Mowing

The CEI will direct the Contractor when to perform mowing. It is anticipated the Contractor will perform four (04) mowing cycles. Failure by the Contractor to perform the required mowing within 14 calendar days after direction by the CEI will result in the withholding of progress payments.

5.0 Equipment

- A. All equipment shall be subject to inspection by the CEI at any time. Safety devices shall be properly maintained at all times.
- B. Equipment which damages the pavement or turf in any way will not be allowed. All damage caused by the Contractor's equipment shall be repaired by the Contractor at no cost to CFX.
- C. All mowing equipment shall be painted a uniform color of high visibility.
- D. The mowing equipment shall be in good repair capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings.

6.0 Method of Operations

- A. The CEI will direct the Contractor when to perform mowing.
- B. The Contractor shall exercise care to preclude any source of litter as a result of the

mowing operation.

7.0 Quality of Work

- A. All grass and vegetation shall be cut to a height of six inches (6") with a maximum tolerance of one-half (1/2") inch plus or minus.
- B. Areas of different widths shall be connected with smooth flowing curve transitions. The accumulation or the piling of cuttings will not be permitted.
- C. Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.
- D. The Contractor shall mow around existing appurtenances as directed by the CEI. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, endwalls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc.
- E. The Contractor will not be required to rake or remove grass or other vegetation cuttings from the right-of-way except for grass or clippings spread by the Contractor on paved areas as a result of mowing operations.

8.0 Compensation

Payment for mowing will be made at the lump sum pay item price shown in the bid form.

SP-8 NOISE ORDINANCE

The Contractor's acknowledges that the limits of the Project traverse residential and business areas and that the Contractor shall adhere to 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. The cost of compliance with these existing laws, by-laws, ordinances and regulations or as may be amended and/or modified thereto will be considered incidental to the Work.

SP-9 MAINTENANCE OF TEMPORARY FACILITIES AND ROADWAYS

All elements of CFX's transportation system enjoy a high maintenance standard that provides a safe, efficient and effective facility for its customers. Throughout the construction phase of the Project CFX requires the Contractor to maintain the system as close to the existing operational standards as possible. Therefore, specific areas will be monitored and measured by CFX whereby any deterioration of the current standard of the system will require the Contractor to institute corrective action. For purposes of this Contract, this Special Provision shall apply to Orange County roadways and right-of-way as well. Payment for work described in this Special Provision shall be incidental to the Maintenance of Traffic pay item.

1. Litter Removal and Roadway Cleaning: The Contractor shall regularly schedule and conduct mowing, litter removal and roadway cleaning maintenance on the Project. The CEI will direct the Contractor on occasion when standards have fallen below acceptable levels. Failure on the Contractor's part to perform the required maintenance within 14 calendar days will result in the withholding of progress payments.

- A. Litter Removal

Litter removal shall occur once per week and in advance of each mowing cycle. The Contractor shall remove and dispose of litter and debris from the project limits from right of way to right of way including: all turf and wooded areas, ditch bottoms, retention/detention ponds, sloped and flat areas; all paved areas including ditch bottoms, shoulders, driving lanes, slopes, gutters, inlet grates, and under guardrail.

Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way. It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this Work.

Equipment used to transport litter from the project site shall be constructed to preclude distribution or loss of litter along the roadway.

- B. Roadway Cleaning

Roadway cleaning shall be performed once per month using a vacuum truck.

2. Highway Lighting – CFX requires that the highway lighting on the Project be operational throughout the construction phase. The Contractor shall regularly conduct highway lighting functionality reviews and perform maintenance to maintain the operational integrity and condition of the highway lighting system which will include but not be limited to light poles, bracket arms, luminaries, ballasts, conductors, conduits, ducts, fittings, pull boxes, bends and pole cable distribution system. Should the system experience 5% of lights on any circuit inoperable beyond 2 consecutive calendar days, the Contractor will be given 24 hours' notice by the CEI of CFX's intent to correct the problem. If the Contractor fails to correct the problem within that subsequent 24-hour period, CFX may affect the necessary repairs and subtract the cost for the repairs, plus a \$2,000 administration fee, from monies due the Contractor.
3. Station Identification Stakes – The Contractor shall, in accordance with Section 3.6 of the General Specifications, establish, 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.

4. Acceptance of Temporary Pavement – The CEI will perform acceptance testing for surface tolerance with a rolling straightedge on all temporary pavement lanes and ramps where the width is constant including construction joints. Deficiencies in excess of 3/16” shall be corrected. Intersections, tapers, crossovers, transitions at the beginning and end of the Project will be tested utilizing a 15-foot straightedge and any surface irregularities in excess of 3/8” shall be corrected. Other objectionable areas as identified by the CEI will also be corrected.

When the CEI is ready to perform acceptance testing for surface tolerance on temporary pavement, the Contractor shall provide the respective calibrated straightedge and furnish required traffic control in accordance with the standard maintenance of traffic requirements specified in the Contract. The Contractor shall have a representative present throughout the acceptance testing operation. The cost of this traffic control shall be included in the respective bid items and incidental to the Work. Corrective methods shall comply with Section 330-13.4 of the Standard Specifications. The Contractor shall perform all corrections prior to opening temporary pavement to traffic.

Longitudinal Joints: Maximum drop-off between lanes is 1.5 inches or less requires no treatment, however no longitudinal joint greater than one inch will be allowed to remain more than seven days without a wedge.

Traverse Joints: Traverse joints in excess of ¼ inch will require a wedge to be installed.

Wedges for Longitudinal and Traverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each ½ inch of depth. The wedge must be installed prior to opening the lane to traffic.

5. Temporary Traffic Control Device Maintenance – The Project involves various types of Temporary Traffic Control Devices (e.g., signs, arrow displays, high-level warning devices, channeling devices, markings, lighting devices, impact attenuators, barriers, temporary traffic signals, rumble strips and screens) in differing phases of the Work that will require regular maintenance and replacement when damaged. To ensure acceptable levels of operation, the Contractor shall have sufficient quantities of appropriate devices on hand as well as perform routine inspection of traffic control elements in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD). Devices whose condition does not meet the MUTCD, FDOT and/or CFX requirements shall be cleaned, repaired and/or replaced to an acceptable functional standard. All Temporary Traffic Control Devices shall be clearly visible, clean and in good repair and effectively serve their purpose in varying conditions of traffic volume, light and weather. The Contractor shall have 1 calendar day to correct (by removal, replacement, cleaning or other acceptable measure) any device that the CEI identifies to be substandard. If the Contractor fails to correct the unacceptable device within that timeframe, the CEI will give the Contractor 24 hours’ notice of CFX’s intent to correct the device. If the Contractor fails to correct the device within that subsequent 24 hour period,

CFX may affect the necessary correction and subtract the cost, plus a \$2,000 administration fee, from monies due the Contractor.

SP-10 CLAIMS BY THIRD PARTIES

The Contractor shall maintain during the term of this Contract, and for as long as reasonably is necessary after the expiration of the Contract, procedures for addressing third party claims arising out of Contractor's work or conduct on this Contract, which procedures shall include the following:

Within one (1) business day of the Contractor's receipt of written or oral notification of a third party claim alleging damage as a result of Contractor's work or conduct, Contractor shall provide CFX with written acknowledgment of receipt of the claim and as many details as are available to Contractor at the time. Within two (2) business days after its receipt of a claim, Contractor shall advise CFX of its proposed course of action to investigate and resolve the claim along with a timeline for such course of action. In no event shall the timeline exceed thirty (30) days unless the Contractor has requested, and CFX has granted, additional time due to the nature or complexity of the claim.

The Contractor shall, at its sole expense, conduct such investigation of each claim as a reasonable and prudent person would be expected to conduct in similar circumstances. If the original claim was made orally, the Contractor shall obtain a written statement of the claim from the claimant. The Contractor shall also reasonably return claimant's telephone calls and reasonably keep the claimant apprised of the status of the claim. The Contractor shall at all times act in good faith.

On or before the deadline for resolving a claim, the Contractor shall notify CFX of its resolution. The Contractor's resolution may involve, but not necessarily be limited to, the following: (1) repair or replacement of damaged property at the Contractor's expense; (2) payment by the Contractor of monetary compensation for damaged property; or, (3) notification to the third party claimant that the Contractor's investigation has determined that the claim is not a valid claim against Contractor or that it is a valid claim but of less value than that demanded by the claimant. In the event that Contractor determines that the claim is not valid, or is of less value than that demanded by the claimant, then Contractor shall provide a detailed written statement of its reasons for such finding to CFX.

Upon expiration of the resolution period, including any extension thereof, in the event that either: (1) Contractor fails to timely resolve a third party claim; or, (2) Contractor has determined a claim is either invalid or of less value than demanded by the claimant and the claimant has demonstrated to CFX a reasonable basis to contest such determination, then, in either such event, CFX may, but shall not be required to, retain a properly qualified independent public adjustor or other expert such as a licensed engineer (hereafter simply referred to as the "Adjustor") to evaluate the claim. The Adjustor shall investigate the claim and recommend a fair and appropriate resolution to CFX. The Adjustor's determination as to the validity and value of a claim shall be binding on Contractor and CFX.

The costs of the Adjustor shall be paid as follows:

1. In all cases where the Adjustor has been employed due to Contractor's failure to

timely resolve a claim, Contractor shall bear the expense of the Adjustor.

2. In the event that the Adjustor has been employed to investigate a disputed determination of the validity of a claim and the Adjustor finds the claim valid, the Contractor shall bear the expense of the Adjustor.
3. In the event the Adjustor has been employed to investigate a disputed determination of the validity of a claim and the Adjustor concurs with Contractor's determination that a claim is not valid, then CFX shall bear the expense of the Adjustor.
4. In the event that the Adjustor has been employed to investigate the value of an admittedly valid claim and the Adjustor finds the actual value is 110% or more of the value ascribed by Contractor then the Contractor shall bear the expense of the Adjustor.
5. In the event that the Adjustor has been employed to investigate the value of an admittedly valid claim and the Adjustor finds the value is less than 110% of the value ascribed by Contractor then CFX shall bear the expense of the Adjustor.

CFX may withhold such costs for which Contractor is liable under this provision from future payments to Contractor.

Any settlement agreement or satisfaction of claim entered into with third party claimants shall provide (i) that such settlement or satisfaction is made expressly subject to CFX's approval, and (ii) a general release from claimant in favor of CFX.

To the fullest extent allowed by Florida law, Contractor shall indemnify and hold harmless CFX for all costs, expenses, attorneys' fees, and other fees or charges that CFX incurs as a result of third party claims against Contractor or arising out of Contractor's work or conduct under this Contract. Except as specifically provided above, such costs, expenses, attorneys' fees and other fees include but are not limited to investigation fees, expert fees, expert witness fees, costs and expenses of litigation in all proceedings and at all levels, attorneys' fees whether for consultation or litigation, and any other expenses incurred by CFX as a result of such third party claims.

SP-11 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 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."

SP-12 PERMIT CONDITIONS

The St. John's Water Management District (SJRWMD) permit has been issued in accordance with Section 404 of the Clean Water Act. A copy of the permit is attached to the end of these Special Provisions. Included in the permit will be certain conditions that shall be met by the Contractor on behalf of CFX. All costs associated with meeting these conditions shall be included in the lump sum cost of erosion control.

SP-13 SIGN INSTALLATIONS

In addition to the requirements of Section 700 of the Standard Specifications, installation and handling of all signs shall conform to the "Reflectorized Sign Installation and Handling Guide" prepared by the 3M Traffic Control Materials Division. A copy of these guidelines will be furnished to the Contractor with the Notice to Proceed.

SP-14 EXAMINATION OF SIGN PANELS

All sign panels shall be examined and approved by the CEI before installation by the Contractor. The Contractor shall provide the CEI with digital color photographs (minimum 1200 x 1800 pixels) of completed sign panels at least 48 hours prior to scheduled installation.

SP-15 VIDEOTAPING OF EXISTING DRAINAGE SYSTEMS

In addition to the videoing of new drainage lines required by Section 430, the Contractor shall also video existing drainage structures within the Project limits to remain, as well as the outfall systems draining from the Project to the existing lakes (receiving body). At project beginning, taping shall be completed prior to any clearing and grubbing; at project completion, taping shall be completed prior to substantial completion.

- A. Prior to beginning videoing, the Contractor shall provide the CEI with a videoing schedule. The Contractor shall video pipe 48 inches or less in diameter. The CEI may waive this requirement for side drains and cross drains that are short enough to inspect from each end of the pipe. The CEI will inspect pipe for line and grade, joint gaps, joint misalignment, leaks, damage and debris.
- B. The CEI may require further testing of the pipe as a result of the inspection. If so directed by the CEI, the Contractor shall test pipe 36 inches and less in diameter using a mandrel. The mandrel shall be pulled by hand and be approved by the CEI prior to use. For pipe larger than 36 inches in diameter, deflection shall be determined by a method approved by the CEI. If use of a mandrel is selected as the means of further testing, the mandrels diameter, length, and other requirements shall be as specified below.
- C. The Contractor shall provide a high-quality digital file with at least 460 lines of resolution. The camera shall have lighting suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be centered in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe and rotating 360 degrees. Equipment used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the pipe's condition.
- D. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The file speed shall be standard play. The file shall include an identification before each section of pipe filmed. The identification shall include the project number, the structure number corresponding to the structure number on the set of plans for the project, size of pipe, the date and time, and indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes shall be taken during the videoing and copies shall be provided to the CEI along with the file.
- E. The camera shall move through the pipe at a speed not greater than 30 feet per minute. The video file shall be marked with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. Stop the camera and pan when necessary to

document defects. The entire circumference shall be filmed at each joint.

- F. Mandrels, if used, shall be rigid, nonadjustable, odd-numbered legged (minimum 9 legs) having a length not less than its nominal diameter. The diameter at any point shall not be less than the allowed percent deflection of the certified actual mean diameter of the pipe being tested. The mandrel shall be fabricated of metal, fitted with pulling rings at each end, stamped or engraved on some segment other than a runner with the nominal pipe size and mandrel outside diameter.

Payment will be made at the Contract price per linear foot. Payment will be full compensation for all labor, equipment, materials and incidentals necessary to complete the Work including dewatering and bulkheading. Quantity includes preliminary and final video of existing drainage system.

SP-16 FENCE INSTALLATION

Where required by the plans, the Contractor shall complete installation of the fence along the limited access right of way line immediately after clearing and grubbing operations are complete in each area of the Project. The Contractor shall be responsible for maintaining the fence in accordance with SP-23 and subarticle 6.4.8 of the General Specifications.

SP-17 UTILITY WORK SCHEDULES

The Plans and Specifications address utility relocation work and coordination requirements related to the construction of the Project. Copies of Utility Work Schedules for utility adjustments to be performed on this project are attached to the end of these Special Provisions. These documents are part of the Contract Documents. The Contractor shall reflect these utility relocation schedules in its work plan and the preliminary, baseline, updated baseline and two week look-ahead schedules required by subarticle 6.3.3 of the General Specifications. These utility relocation schedules shall not be changed except by mutual agreement among the utility company, CFX and the Contractor.

SP-18 CONCURRENT CONSTRUCTION CONTRACTS

Construction by others may be underway within the project limits during the term of the Contract. The Contractor shall coordinate construction operations with the operations of the other contractors as necessary.

SP-19 GROUND MOUNT SIGNS - ATTACHMENT DETAILS

All ground mount signs, except where noted on the plans, shall utilize 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or CFX approved equal in combination with mechanical fasteners to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1”) from the edge of each vertical splice at each

wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Index Nos. 11200 and 11860) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Index Nos. 11200 and 11860 shall remain.

A. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

1. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

$$\underline{\hspace{2cm}} \text{ ft.} \times \underline{\hspace{2cm}} \text{ ft.} = \underline{\hspace{2cm}} \text{ ft}^2 \text{ of sign surface area.}$$

length width (a)

2. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb/ft ²)	
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet
		and plate weights

$$\underline{\hspace{2cm}} \text{ ft}^2 \times \underline{\hspace{2cm}} \text{ lb/ft}^2 = \underline{\hspace{2cm}} \text{ lbs. of static load.}$$

(a) from Table (b)

3. Square Inches of Tape: Multiply pounds of load (b) by 4 in² of tape per pound to determine amount of tape required to support the load.

$$\underline{\hspace{2cm}} \text{ lbs.} \times 4 \text{ in}^2 / \text{lb.} = \underline{\hspace{2cm}} \text{ in}^2 \text{ of tape.}$$

(b) (c)

4. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

$$\underline{\hspace{2cm}} \text{ in}^2 \div 12 \text{ in./ft.} = \underline{\hspace{2cm}} \text{ lineal foot of 1-inch wide}$$

(c) (d) tape required to support the weight of
the sign face

5. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the

number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations. Payment shall be included in the unit price for the sign as bid.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the CEI for review by the manufacturer.

B. For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 22 inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1 inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1 inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

C. Installation Procedures

Required Surface Preparation for All Applications

1. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
2. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water, then wipe the surface with a clean, dry cloth to remove solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. Contractor shall follow solvent manufacturer's directions and precautions for handling solvent.
3. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be re-cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.
4. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.
5. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be

increased and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

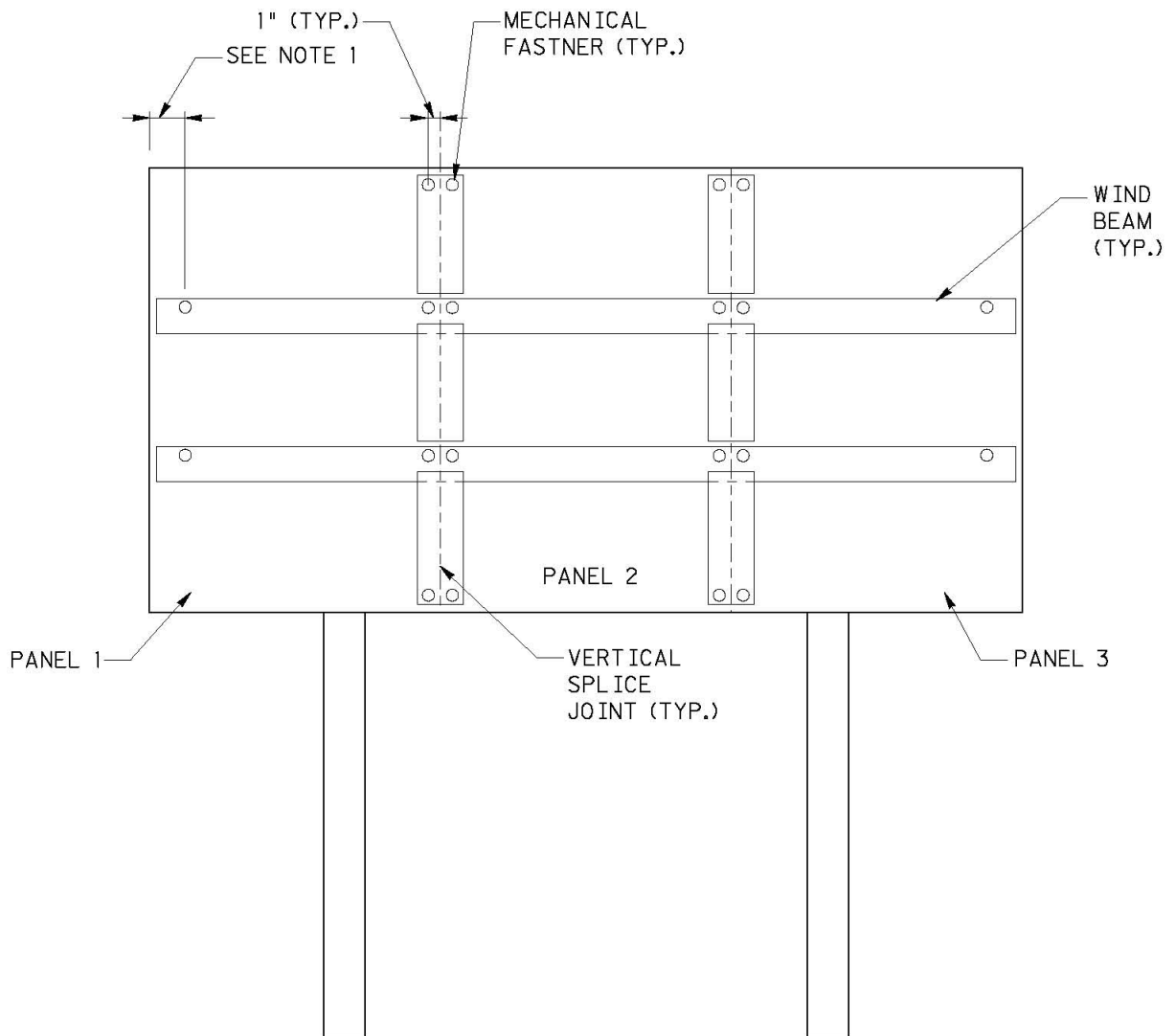
Assembly Steps for Bonding Stiffeners

1. Determine the amount of tape to be used from the procedures detailed above.
2. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Re-cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).
3. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand held roller or tape applicator.
4. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.
5. The sign surface where the stiffener is to be bonded shall be clean and dry.
6. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

Bonding Backing Strips on Multi-Panel Signs

1. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).
2. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.
3. The backing strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.
4. The release liner shall be removed and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

Technical assistance and pricing information for this product may be obtained from 3M Industrial Tape and Specialties at 800-362-3550.



NOTE 1:

4" (TYP.) ON WIND BEAMS
 2" MIN. (TYP.) ON BRACKETS

TYPICAL MULTI-PANEL SIGN
 N.T.S.

0-JAN-2006 09:48
 \\DRLF54\TRANS-USR3\00002\2520\F1\panel.dgn

The following Work shall be performed by a subcontractor prequalified by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in Intelligent Transportation Systems (ITS):

1. Installation, testing and integration of vehicle detection and surveillance components such as inductive loops and closed-circuit television.
2. Installation, testing and integration of traveler information devices such as dynamic or changeable message signs.
3. Installation, testing and integration of communications infrastructure, including twisted copper wire, coaxial cable, fiber optic and wireless networks.
4. Installation, testing and integration of software necessary to operate ITS field components and communication infrastructure.

A copy of the current Certificate of Qualification for the subcontractor shall be submitted to the CEI at least 30 days prior to the start of any Work identified above. Failure to submit the certificate will result in rejection of the subcontractor.

Splicing of fiber backbones shall be performed during non-peak traffic hours, i.e., nights or weekends. The Contractor shall locate existing splices on the Project prior to performing the splice over to document the actual field configuration of the FON splices. The CEI shall be given a copy of the Plans showing the existing splice locations.

SP-20 CROSS SLOPE REQUIREMENTS (PAVED SURFACES)

A. Surface Requirements

1. **Quality Control Requirements:** Measure the cross slope of the pavement surface by placing the measuring device perpendicular to the roadway center line. Report the cross slope to the nearest 0.1%. Record all the measurements on an approved form and submit to the CEI for documentation.

Measure the cross slope at a minimum frequency of one measurement every 100 feet during paving operations to ensure that the cross slope is uniform and in compliance with the design cross slope. When the difference between the measured cross slope and the design cross slope exceeds $\pm 0.2\%$ for travel lanes (including turn lanes) or $\pm 0.5\%$ for shoulders, make all corrections immediately to bring the cross slope into the acceptable range.

When the cross slope is consistently within the acceptable range, upon the approval of the CEI, the frequency of the cross slope measurements can be reduced to one measurement every 250 feet during paving operations.

2. **Quality Assurance Requirements:** The CEI will verify the Contractor's cross slope by obtaining cross slope measurements at a minimum frequency of one measurement

every 200 feet during paving operations to ensure that the cross slope is uniform and in compliance with the design cross slope. If the cross slope measurements varies more than the allowable tolerance from the design cross slope ($\pm 0.2\%$ for travel lanes including turn lanes and $\pm 0.5\%$ for shoulders), take immediate action to bring the cross slope into the acceptable range. A recheck of the cross slope will then be made following the adjustment. If the recheck indicates that the cross slope is still out of tolerance, stop the paving operations and correct the deficient section in accordance with the requirements below. Resume paving operations only upon approval of the CEI. The CEI reserves the right to verify the pavement cross slope at any time by taking cross slope measurements as described above.

The CEI may waive the corrections specified above (at no reduction in payment) if:

- a) The deficiencies are sufficiently separated so as not to affect the overall ride quality, traffic safety and surface drainage characteristics of the pavement and;
- b) The corrective action would unnecessarily mar the appearance of the finished pavement.

For intersection, tapers, crossovers, transitions at beginning and end of project and similar areas, adjust the cross slope to match the actual site conditions or as directed by the CEI.

B. Correcting Unacceptable Pavement

1. Correct all areas of unacceptable pavement at no cost to CFX.
2. Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:
 - a) Remove and replace the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane.
 - b) Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)
3. Correct the deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane. Corrections may be waived if approved by the CEI, and an adjustment to the pay item quantity is made.

SP-21 ANTI-THEFT WIRE DEVICES

The Contractor shall provide Copper Keeper™ Cable Security System anti-theft wire devices on all new electrical conduit installations at each pull box, at each device (load centers, power

disconnects, power meters, etc.) and at each point of conductor entry into the conduit and exit from the conduit. The anti-theft wire devices shall be installed where conductors extend greater than 50 feet. The location of installation shall be at or below ground level for conduits extend above ground (prior to switching to rigid conduit above ground) and below the bottom of the pull box for conduits terminating or starting in a pull box (not above grade).

The cost for all material, labor, equipment and incidentals to provide the anti-theft wire devices shall be incidental to the cost of electrical conduit.

SP-22 3M™ CERTIFIED FABRICATOR

Any and all fabrication containing the use of 3M™ products shall be performed by a fabricator who is currently certified as a 3M™ Certified Fabricator. Additionally, the fabricator shall annually obtain re-certification as a 3M™ Certified Fabricator until Final Completion has been reached. The certification and re-certifications are to be provided to the CEI before submittal of any shop drawings are submitted for review.

SP-23 REPAIR AND MAINTENANCE OF EXISTING FENCE

The Contractor will be required to repair and maintain, in a first class condition, all existing permanent fence installed along the limited access right of way line within the Project limits. Maintenance of the fence shall include the application of herbicide along the base of the fence once per month. The herbicide to be applied shall be equal to or better than commercial grade Roundup, following the manufacturer's instructions. Any repair or maintenance of the fence will be performed within seven (7) days from notification from the CEI. Failure to repair or maintain the fence within this time frame may result in withholding of subsequent pay estimates to the Contractor. The cost to repair and maintain the existing fence, regardless of who caused the damage, will be incidental to pay item 102-1, Maintenance of Traffic.

END SPECIAL PROVISIONS

TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: September 14, 2020
SUBJECT: SR 417 Pond Modifications N. of Berry Dease Road and SR 528 WB to SR 417 NB Guardrail Upgrades;
Project No. 417-162(528-166), Contract No. 001725 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated August 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 INSTRUCTION TO BIDDERS

1. In section 6.0 Interpretations and Addenda, sub-section 6.1, the next to the last sentence is **changed** to read “Any interpretation made to prospective bidders will be expressed in the form of an addendum which, if issued, will be made available on the website for download by registered planholders no later than two (2) days before the date set for receipt of the bids.”

CHANGES TO THE SPECIAL PROVISIONS

2. **Delete** SP-7, Roadside and Slope Mowing, in its entirety.

RESPONSES TO QUESTIONS RECEIVED

3. The following questions was received from a potential bidder of record. CFX’s response follows the questions.

Q001: Since this is a 90-day project, will mowing be required in accordance with SP -7?

R: See Changes to Special Provisions.

END OF ADDENDUM NO. 1

**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Second Contract Renewal with Moore Stephens Lovelace P.A. for External Auditing Services
Contract No. 001241

Board approval is requested for the second renewal of the referenced contract with Moore Stephens Lovelace P.A. in the amount of \$81,900.00 for one year beginning on March 1, 2021 and ending February 28, 2022. The original contract was for three years with two one-year renewals.

The services to be performed under this renewal are external auditing services.

Original Contract	\$238,500.00
Supplemental Agreement No. 1	\$ 31,400.00
First Renewal	\$ 80,700.00
Second Renewal	<u>\$ 81,900.00</u>
Total	\$432,500.00

This contract is included in the OM&A Budget.

Reviewed by: *Michael Carlisle*
Michael Carlisle
Director of Finance and Accounting

Lisa Lumbard
Lisa Lumbard

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001241**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of October 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Moore Stephens Lovelace P.A., a Florida corporation, hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on January 12, 2017, CFX and the Consultant entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Consultant to provide external auditing services.

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 Consultant agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on March 1, 2021 and end on February 28, 2022 (“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 the compensation schedule of the Original Agreement in an amount up to \$81,900.00 (“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.

MOORE STEPHENS LOVELACE P.A.

**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. 001241**

19 DEC 9 PM 1:16

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of November 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Moore Stephens Lovelace P.A., herein after called the "Auditor."

WITNESSETH

19 DEC 9 PM 1:16

WHEREAS, CFX and the Auditor entered into a Contract Agreement (the "Original Agreement") dated January 12, 2017, with a Notice to Proceed date of March 1, 2017, whereby CFX retained the Auditor to external auditing services as required by CFX.

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Auditor agree to a first renewal of said Original Agreement beginning the 1st day of March 2020 and ending the 28th day of February 2021 at the cost of \$80,700.00, which increase the total amount of the Original Agreement.

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

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

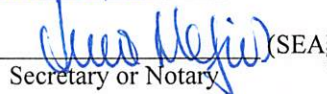
MOORE STEPHENS LOVELACE P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: 
Authorized Signature

BY: 
Director of Procurement



Title: Shareholder

ATTEST:  (SEAL)
Secretary or Notary

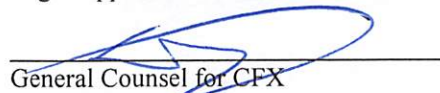


Lina M. Mejia
Commission # GG060887
Expires: January 9, 2021
Bonded thru Aaron Notary

If Individual, furnish two witness:

Witness (1) 
Witness (2) 

Legal Approval as to Form


General Counsel for CFX



April 1, 2019

VIA EMAIL

Ms. Lisa Lumbard
Chief Financial Officer
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Ms. Lumbard:

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for the **Central Florida Expressway Authority** ("CFX") in connection with the Infinity Toll System for the fiscal year ending June 30, 2019.

We will apply the agreed-upon procedures listed in Appendix A that were specified and agreed to by CFX for the Infinity Toll System for the fiscal year ending June 30, 2019. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed, or to be performed, is solely the responsibility of CFX, and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in Appendix A do not constitute an examination or review, we will not express an opinion or conclusion on the Infinity Toll System. In addition, we have no obligation to perform any procedures beyond those listed.

We will submit a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to CFX. If, for any reason, we are unable to complete any procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the use of CFX and the Board members and should not be used by anyone other than those specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations unrelated to the objectives of the engagement; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Infinity Toll System that comes to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the accuracy of the Infinity Toll System, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

Ms. Lisa Lombard
Chief Financial Officer
Central Florida Expressway Authority
April 1, 2019
Page 2

You are responsible for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. In addition, you are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

Daniel J. O'Keefe is the engagement shareholder and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We plan to begin our procedures as soon as possible and, unless unforeseeable circumstances are encountered, the engagement should be completed by April 30, 2019. At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the accuracy of the Infinity Toll System.

MSL and Moore Stephens Tiller LLC have been defined as a network within an association under the *AICPA Rules of Professional Conduct*. You confirm to us that you are not aware of any prohibited relationship that would impair our independence under the *AICPA Rules of Professional Conduct* between our Firm and Moore Stephens Tiller LLC and its employees. We are also not aware of any such relationships.

FEES - Our fees are based on the tasks required, time spent, and level of expertise of the staff used to perform this engagement. Based on our preliminary estimates, the fee should be between \$30,000 and \$35,000. Please refer to Appendix B for a table of hours and estimated fees by position. This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our Firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

TERM - This engagement is for a limited period of time and is further limited by scope. Any other services performed on your behalf shall be by separate agreement. Our engagement ends on delivery of our report. Any follow-up services will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

ENTIRE AGREEMENT - The terms and conditions set out in this engagement letter constitute the entire agreement between the parties and supersede any verbal or written agreements concerning the above-referenced services.

If the services and terms outlined above are in accordance with your understanding, please sign this letter and return it to us. Upon receipt of your signed engagement letter, we will begin your work.

Ms. Lisa Lumbard
Chief Financial Officer
Central Florida Expressway Authority
April 1, 2019
Page 3

We very much appreciate this opportunity to be of service to you. If you have any questions, please do not hesitate to contact us.

Sincerely,

Moore Stephens Lovelace, P.A.

MOORE STEPHENS LOVELACE, P.A.

The above terms and conditions are accepted and affirmed.

By: *[Signature]*
Date: *4.3.19*

aam
Attachments

**Central Florida Expressway Authority
Infinity Toll System
Appendix A – Agreed-Upon Procedures**

OBJECTIVE	PROCEDURES
<p>1. Determine if toll lane transactions in the Infinity Toll System are being accurately recorded in CFX's financial software.</p>	<ul style="list-style-type: none"> • Using the toll transaction data from the Infinity Toll System data warehouse, test a sample of transactions from the Infinity Toll System and trace to timely recording as revenue in CFX's financial software and report on the results. The sample will include transactions from each plaza that has been converted to the Infinity Toll System. • For a sample of days, perform a reconciliation between the total daily toll lane transactions recorded in the Infinity Toll System and the total toll lane transactions imported to CFX's financial software and report on results. The sample of days will include transactions from each plaza that has been converted to the Infinity Toll System. • Provide written findings and recommendations for improvement.
<p>2. Compare toll transaction activity for plazas before and after conversion to the Infinity Toll System and report on trends.</p>	<ul style="list-style-type: none"> • Using the toll transaction data from the Infinity Toll System data warehouse, compare toll transaction activity before and after conversion to the Infinity Toll System by performing an analytical review, including trend analysis, and report on the results. The period covered for each plaza will be for the 30 days prior to the installation date and 30 days after the installation date. • Provide written findings and recommendations for improvement.
<p>3. Develop procedures for ongoing monitoring of the Infinity Toll System that can be utilized by CFX personnel.</p>	<ul style="list-style-type: none"> • Based on testing performed above, document written procedures that can be followed by CFX personnel for future plaza installations and ongoing monitoring of existing plaza operations.

**Central Florida Expressway Authority
 Infinity Toll System
 Appendix B – MSL Estimated Hours and Fee**

POSITION AND TASKS	HOURLY RATE	ESTIMATED HOURS	TOTAL
Shareholder – Tasks to include engagement planning; supervision; inquiries and discussions with CFX staff regarding toll system data and reports; drafting reports, including findings and recommendations; and meetings and phone calls, as needed, with CFX management.	\$260	40	\$ 10,400
IT Specialist – Tasks to include data gathering, reconciliations, and analysis; inquiries and meetings with CFX staff regarding toll system data and reports; and drafting reports and procedures.	\$175	120	21,000
Total Fee Estimate		160	\$ 31,400

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MOORE STEPHENS LOVELACE P.A.**

EXTERNAL AUDITING SERVICES

CONTRACT NO. 001241

**CONTRACT DATE: JANUARY 12, 2017
CONTRACT AMOUNT: \$238,500.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL, AND FEE SCHEDULE**

FOR

EXTERNAL AUDITING SERVICES

CONTRACT NO. 001241

January 2017

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METHOD OF COMPENSATION	MC-1 to MC-2
TECHNICAL PROPOSAL	TP-1 to TP-49
FEE SCHEDULE	FS-1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR EXTERNAL AUDITING SERVICES
CONTRACT NO. 001241**

This Contract No. 001241 (the "Contract" as defined herein below), is made this 12th day of January 2017, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called ("CFX") and MOORE STEPHENS LOVELACE, P.A., hereinafter the ("AUDITOR").

WITNESSETH:

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

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

WHEREAS, CFX desires to retain the services of an auditor to perform external auditing services and related tasks as may be assigned to AUDITOR by CFX and,

WHEREAS, on or about October 16, 2016, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and,

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on December 14, 2016 and the recommendation of the Audit Committee at its meeting held on December 15, 2016, the Governing Board of CFX at its meeting held on January 12, 2017 selected Moore Stephens Lovelace, P.A. to serve as External Auditor;

WHEREAS, AUDITOR is competent, qualified and duly authorized to practice external auditing services in the State of Florida and desires to provide professional auditing services to CFX according to the terms and conditions stated herein.

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

1. SERVICES TO BE PROVIDED

AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include performing external auditing services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto. CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, AUDITOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal, and
- 1.5 The Fee Schedule

(collectively, the "Contract").

2. TERM AND NOTICE

The term of this Contract shall begin upon the date of signature of the last party to sign. The initial term of the Contract will be three (3) years. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by AUDITOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide AUDITOR with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 30 days notice for convenience or 10 days with cure notice for cause for AUDITOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work properly performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing

to AUDITOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If AUDITOR (within the curative period, if any, described in cure notice) does not correct the default, CFX will have the right to remove the work from AUDITOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all documents as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, AUDITOR's default (including the costs of completing Contract performance) shall be charged against AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, AUDITOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, AUDITOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit AUDITOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due AUDITOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by AUDITOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to AUDITOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$238,500.00.

3.2 CFX agrees to pay AUDITOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting

documents, any other papers or preserved data in whatever form, related to the Contract or AUDITOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by AUDITOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by AUDITOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of AUDITOR or any subcontractor. By submitting a response to the Request for Proposal, AUDITOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and AUDITOR refuses such access or review, AUDITOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of AUDITOR. These provisions shall not be limited in any manner by the existence of any AUDITOR claims or pending litigation relating to the Contract. Disqualification or suspension of AUDITOR for failure to comply with this section shall also preclude AUDITOR from acting in the future as a subcontractor of another AUDITOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean AUDITOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: AUDITOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of AUDITOR and any or all subcontractors to support the compensation paid AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to AUDITOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, AUDITOR agrees that such amounts are due to CFX upon demand. Final payment to AUDITOR shall be adjusted for audit results.

AUDITOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

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

Notwithstanding Paragraph 9, AUDITOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the AUDITOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, AUDITOR agrees to comply with Section 119.0701, Florida Statutes, and to:

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

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

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

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

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

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONSULTANT shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONSULTANT shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONSULTANT's invoices, and shall be in a form reasonably acceptable to CFX.

8. AUDITOR INSURANCE

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

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

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. AUDITOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by AUDITOR hereunder, AUDITOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit AUDITOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

If AUDITOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at AUDITOR's expense and deduct such costs from AUDITOR payments.

9. AUDITOR RESPONSIBILITY

AUDITOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom AUDITOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. INDEMNITY

AUDITOR shall indemnify, defend and hold harmless CFX and all of its respective officers, contractor's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by AUDITOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of AUDITOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

- 10.1 violation of same by AUDITOR, its subcontractors, officers, agents or employees,
- 10.2 CFX's use or possession of AUDITOR Property,
- 10.3 CFX's full exercise of its rights under any license conveyed to it by AUDITOR,
- 10.4 AUDITOR's violation of the confidentiality and security requirements associated with CFX Property (as defined herein below),
- 10.5 AUDITOR's failure to include terms in its subcontracts as required by this Contract,

10.6 AUDITOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

10.7 AUDITOR's breach of any of the warranties or representations contained in this Contract,

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

11. PRESS RELEASES

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

12. PERMITS, LICENSES, ETC.

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

13. NONDISCRIMINATION

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

14. NOTIFICATION of CONVICTION of CRIMES

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

15. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT.

AUDITOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, AUDITOR agrees to and shall comply with all federal, state and local laws and ordinances

prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. SUBLETTING AND ASSIGNMENT

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

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

17. DISPUTES

All services shall be performed by AUDITOR to the reasonable satisfaction of CFX's Executive Director (or his designee), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

18. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or AUDITOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

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

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

19. OTHER SEVERABILITY

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

20. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

21. PUBLIC ENTITY CRIMES. AUDITOR hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

22. APPLICABLE LAW; VENUE

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

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

23. RELATIONSHIPS

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

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

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

24. INTERPRETATION

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

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

AUDITOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to

inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

26.2 Payment to AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

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

26.4 Obligations upon expiration or termination of the Contract; and

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract AUDITOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of AUDITOR who performed work under the Contract; and

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

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

29. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall

remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief Financial Officer

AUDITOR: MOORE STEPHENS LOVELACE, P.A.
255 South Orange Avenue, Suite
Orlando, Florida 32801
ATTN: Daniel J. O'Keefe

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Governing Board of CFX at its meeting on January 12, 2017.


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Avelth Wilkerson

Date: 3/1/17

MOORE STEPHENS LOVELACE, P.A.

By: 
Shareholder / Secretary
Title

ATTEST:  (Seal)

DATE: 1.30.17



Approved as to form and execution, only.

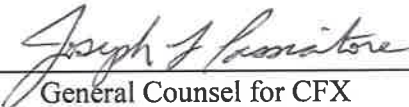

General Counsel for CFX

EXHIBIT A
EXTERNAL AUDITING SERVICES
SCOPE OF SERVICES

1.0 Description

The Auditor shall provide External Auditing Services to CFX as required by this Scope of Services including Attachments A, B and C hereto. The Auditor shall implement an audit plan approved by CFX and complete its audit field work to ensure the issuance of the Annual Financial Report by October 15th of each respective year. Subject to such notification, the Management Letter shall also be completed by September 30th of each respective year and shall include management's responses to the comments. The Management Letter shall be included in and bound with the Annual Financial Report.

2.0 Annual Independent Audit Requirements

- The audit shall be a financial audit as defined in Section 11.45(1)(c) of Florida Statutes comprising the Annual Financial Report including the general purpose financial statements and certain supplementary financial data. CFX also produces a Comprehensive Annual Financial Report (CAFR), which is subject to review and includes the audited financial statements.
- Annual financial and compliance audit of all Federal and State grant-in-aid programs in accordance with OMB Circular A-133 and the Single Audit Act of 1984, as amended, if applicable under requirements of OMB Circular A-133 and the Uniform Administrative Requirements.
- Annual compliance attestation of State grants and aids appropriations to the extent required by Chapter 10.550, Rules of the Auditor General.
- Annual Management Letter as defined by Auditor General Rule 10.554(1)(i). The Management Letter must also include a statement in accordance with Sections 218.39(7), Florida Statutes.

3.0 Performance Specifications and Reports

- A. In performing the Annual Independent Audit and services pursuant to the Contract, the Auditor shall, where applicable, adhere to:
1. "Generally Accepted Auditing Standards" applicable to governmental units, as promulgated by the AICPA.
 2. Governmental Accounting Standards promulgated by the GASB. GAO standards, regulations and guidelines applicable in the State of Florida, and will conduct the audit in accordance with these requirements existing, or as may be pronounced during the period or term of this audit engagement.

3. Federal and State statutes, reporting requirements under both the Single Audit Act of 1984 and OMB Circular A-133.
- B. The audit report shall contain:
1. Opinion of the Auditor on the general purpose financial statements.
 2. Report on internal control.
 3. Reports on compliance with laws and regulations.
 4. Report on compliance with bond covenants.
 5. An “in relation to” opinion on supplementary schedules.
 6. Any other report required by General Accounting and Auditing Standards (GAAS).
- C. Review of the system of internal accounting control and internal administrative control to the extent required by generally accepted auditing standards and requirements of the Single Audit Act.
- D. Fulfill requirements of Section 10.556 and 10.557 of the Rules of the Auditor General, including:
1. Preparation of Annual Financial Audit Report.
 2. Preparation of Single Audit Report and other necessary Federal and State Reports, as needed.
- E. A final and complete report of the audit shall be submitted to the members of CFX’s Audit Committee no later than October 15th of each succeeding fiscal year, subject to the event of notification as may be specified elsewhere. The report shall also be presented to CFX’s Governing Board.
- F. Submission of the previously mentioned Management Letter, which shall include applicable comments regarding internal control and compliance matters as well as disclosures required by the Auditor General. The final Management Letter to CFX shall include responses to such comments.
- G. The Auditor shall format, process, and reproduce 15 hard copies of the Annual Financial Report, 5 hard copies of the Single Audit Report, as well as provide an electronic copy, suitable for publication.
- H. The Auditor shall upon reasonable written notice and without charge, make available its work papers to any Federal or State agency in accordance with Federal and State Law Regulations and Attachment B hereto. The Auditor shall cooperate with any successor auditor appointed by CFX in accordance with applicable laws, regulations and professional standards.
- I. Auditor shall attend all Audit Committee meetings as requested for no additional fee.

4.0 Other Services

- A. Additional auditing services that may be required include the preparation of special reports for financing purposes, as determined by the Chief Financial Officer, or litigation support as determined by CFX's General Counsel.
- B. Any other additional audit work is limited to an annual fee cap of no more than 25% of the annual audit contract. Such work may arise from changes in GAAP, GAAS, Federal requirements, or client imposed scope changes and must be approved by the Chief Financial Officer.
- C. For items A and B above, CFX will request engagement letters as the need arises.
- D. If any major department activity, or fund presently operated by CFX is transferred to another agency or authority, or a new major activity, department or fund is added to the responsibility of CFX (and subject to audit under the terms of the Contract), the annual fee provided for shall be increased or decreased after re-negotiation for such change, the same being agreed to in writing, by CFX and the Auditor.
- E. The Auditor acknowledges CFX has and will continue to issue revenue bonds. As a result of issuance of such bonds, CFX is subject to Section 10B (referred to as the "fraud provisions") of Securities Act of 1933. Should additional legislation be passed subjecting CFX to any other Federal or State securities laws, the Contract may be renegotiated to address the additional amount of work required by the Securities Reporting Provisions. The Auditor agrees that should such legislation be passed, the Auditor will meet all conditions imposed by the AICPA relative to firms practicing in the SEC Practice Section.

5.0 Internal Assistance

- A. CFX staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation and explanations. The Finance Department staff will do the preparation of trial balances. Any information provided will be in the format maintained by CFX. Any additional or reformatted schedules will be the responsibility of the Auditor.
- B. CFX will provide the Auditor with reasonable workspace, desks and chairs. The Auditor will also be provided with access to telephones, photocopying facilities and FAX machines.

Attachment A

LIMITATIONS OF THE AUDITING PROCESS

The objective of an audit is the expression of our opinion concerning whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. CFX's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with generally accepted auditing standards ("GAAS") are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on CFX) on the financial statements.

As applicable, in accordance with requirements of the Single Audit Act Amendments of 1996, OMB Circular A-133 and the Florida Single Audit Act, CFX's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate CFX representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the course of the audits. The Auditor will include such matters in the reports as required for a Single Audit.

If, for any reason, the Auditor is unable to complete the audits, or is unable to form or has not formed an opinion on the basic financial statements, the Auditor may decline to express an opinion or decline to issue a report as a result of the engagement.

RESPONSIBILITIES AS TO INTERNAL CONTROLS

As a part of the audits, the Auditor will consider CFX's internal control structure, as required by auditing standards generally accepted in the United States of America and *Government Auditing Standards*, sufficient to plan the audit and to determine the nature,

timing, and extent of auditing procedures necessary for expressing our opinion concerning the basic financial statements. CFX recognizes that the basic financial statements and the establishment and maintenance of an effective internal control over financial reporting are the responsibility of management. CFX also recognizes that management is responsible for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, fraud, or illegal acts. An audit is not designed to provide assurance on internal control. As part of the Auditor's consideration of CFX's internal control structure, however, the AUDITOR will inform appropriate CFX representatives of reportable conditions and other matters that come to the Auditor's attention that represent significant deficiencies in the design or operation of the internal control structure, if any, as required by OMB Circular A-133.

As required by OMB Circular A-133, the Auditor will perform tests of controls to evaluate the effectiveness of the design and operation of controls that the Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal award program. However, tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to OMB Circular A-133.

CFX is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting CFX involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. CFX management is also responsible for informing the Auditor of knowledge of any allegations of fraud or suspected fraud affecting CFX received in communications from employees, former employees, regulators, or others.

RESPONSIBILITIES AS TO COMPLIANCE

CFX's audits will be conducted in accordance with the standards referred to in the Contract. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, the Auditor will perform tests of CFX's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion in the Auditor's report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that the Auditor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. The Auditor's procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect of each of CFX's major programs. The purpose of those procedures will be to express an opinion on CFX's

compliance with requirements applicable to major programs in the Auditor's report on compliance issued pursuant to OMB Circular A-133.

REPRESENTATION FROM MANAGEMENT

Management is responsible for the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America, for making all financial records and related information available to the Auditor, and for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Management is also responsible for adjusting the financial statements to correct material misstatements. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on prior audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be made available to the Auditor during the course of the engagement. Management, at the conclusion of the engagement, will provide to the Auditor a representation letter that, among other things, addresses these matters and confirms certain representations made during the audit, including, to the best of their knowledge and belief, the absence of fraud involving management or those employees who have significant roles in CFX's internal control, or others where it could have a material effect on the basic financial statements. The representation letter will also affirm to the Auditor that management believes that the effects of any uncorrected misstatements aggregated pertaining to the current year financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The Auditor will rely on CFX's management providing these representations, both in the planning and performance of the audit, and in considering the fees that the Auditor will charge to perform the audit.

ACCESS TO WORKING PAPERS

The working papers for the engagement are the property of Auditor and constitute confidential information. Except as discussed below, any requests for access to the Auditor's working papers will be discussed with CFX Management prior to making them available to requesting parties.

The Auditor, as well as all other major accounting firms, participates in a "peer review" program, covering audit and accounting practices. This program requires that once every three years the Auditor is to subject its quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of the Auditor's work. It is possible that the work the Auditor performs for CFX may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If CFX objects to having the work done by the Auditor subjected to peer review, CFX is to notify the Auditor in writing.

USE OF THIRD PARTY SERVICE PROVIDERS

Auditor may from time to time, and depending on the circumstances, use third-party service providers in serving CFX. Auditor may share confidential information about CFX with these service providers, but will remain committed to maintaining the confidentiality and security of information. Accordingly, the Auditor maintains internal policies, procedures and safeguards to protect the confidentiality of CFX's information. In addition, the Auditor will secure confidentiality agreements with all service providers to maintain the confidentiality of CFX's information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of confidential information to others. In the event that the Auditor is unable to secure an appropriate confidentiality agreement, CFX will be asked to provide its consent prior to the sharing of your confidential information with the third-part service provider. Furthermore, the Auditor will remain responsible for the work provided by any such third-party service providers.

Attachment B

AUDITOR ASSOCIATION WITH FINANCIAL STATEMENTS

CFX agrees not to publish the audited financial statements, and the Auditor's report thereon, in a misleading manner, and further agrees that the Auditor's report shall accompany any publication of said financial statements by CFX. Provided the Auditor is not considered associated with an official statement, the financial statements issued under the Contract may be used for any lawful purpose of CFX without the Auditor's consent. However, should the Auditor become associated with an official statement, the Auditor is required by auditing standards generally accepted in the United States of America to perform certain procedures related to the offering document. These procedures, if applicable, will be subject to written arrangements and fees under this contract. If not associated with the official statement, the Auditor will not have performed, since the date of the Auditor's report, any procedures on the financial statements addressed in that report. Further, the Auditor will not have performed any procedures relating to the official statement for which the Auditor is not associated.

The Auditor will be considered associated with an official statement if (a) the Auditor assists in preparing financial information included in the official statement, (b) CFX requests the Auditor to review a draft of the official statement, (c) the Auditor provides an original manual signature on the Auditor's report included in the official statement, (d) the Auditor is asked to provide a revised Auditor's report for inclusion in a specific official statement, (e) the Auditor issues a comfort letter or a letter described in SAS No. 72, *Letters for Underwriters and Certain Other Requesting Parties*, as amended, or an attestation engagement report in lieu of a comfort or similar letter on information included in the official statement, (e) the Auditor provides written agreement for use of the Auditor's report in the official statement (consent letter) or (f) the Auditor issues an attestation report related to the debt offering.

Attachment C

PREPARATION OF FINANCIAL STATEMENTS

As part of this Contract, Auditor shall prepare the financial statements and note disclosures that CFX prepares. CFX Management is responsible for the financial statements and note disclosures. In management's representation to Auditor, management will be asked to acknowledge Auditor's role in this regard, and management's review, approval, and responsibility for the financial statements and note disclosures. Further, management is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

End of Scope of Services

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of First Contract Renewal with Infrastructure Corporation of America for Facilities Maintenance Services
Contract No. 001150

Board approval is requested for the first renewal of the referenced contract with Infrastructure Corporation of America in the amount of \$2,207,407.21 for one year beginning May 25, 2021 and ending May 24, 2022. The original contract was for five years with five one-year renewals.

The services include providing facilities maintenance services.

Original Contract	\$ 9,363,000.00
Supplemental Agreement No. 1	\$ 4,250.00
Supplemental Agreement No. 2	\$ 16,628.00
Supplemental Agreement No. 3	\$ 47,499.24
Supplemental Agreement No. 4	\$ 92,237.10
Supplemental Agreement No. 5	\$ 45,000.00
Supplemental Agreement No. 6	\$ 143,848.60
Supplemental Agreement No. 7	\$ 100,000.00
First Renewal	<u>\$ 2,207,407.21</u>
Total	\$12,019,870.15

This contract is included in the OM&A Budget.

Reviewed by: *Don Budnovich*
Don Budnovich, PE
Director of Maintenance

Glenn Pressimone
Glenn Pressimone (Sep 24, 2020 09:00 EDT)
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001150**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of October 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Infrastructure Corporation of America hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on April 14, 2016, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide facilities maintenance services.

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 first renewal of said Initial CFX Contract, which renewal shall begin on May 25, 2021 and end on May 24, 2022 (“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 the compensation schedule of the Original Agreement in an amount up to \$2,207,407.21 (“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.

INFRASTRUCTURE CORPORATION OF AMERICA

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: _____

ORIGINAL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 7

'20 FEB 21 AM 10:01

This Supplemental Agreement No. 7 entered into this 13th day of February 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and INFRASTRUCTURE CORPORATION OF AMERICA, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Center (Pinar Plaza, 762 South Goldenrod Road).

1. CFX desires to increase the work order allowance for needed repairs at the headquarters building and plaza facilities for FY 20/21. The work allowance is adjusted upward by \$100,000.00.
2. The Contractor hereby agrees to increase work allowance for FY 20/21 with an increase in the Contract amount of \$100,000.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 7 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. 7; that acceptance of this Supplemental Agreement No. 7 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. 7

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 7

Amount of Changes to this document: \$100,000.00

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

'20 FEB 21 AM 10:01

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 2/25/2020

INFRASTRUCTURE CORPORATION OF AMERICA

By: 
Title: Secretary

Attest:  (Seal)

Date: 2/19/2020



Approved as to form and execution, only.


General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6**

**Contract Name: Facilities Maintenance Services Contract No.001150
Supplemental Agreement No.6**

This Supplemental Agreement No. 6 entered into this 10th day of October 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and INFRASTRUCTURE CORPORATION OF AMERICA, LLC (the “Contractor”), the same being supplementary to the Contact between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers at Pinar Plaza, (762 South Goldenrod Road).

- 1. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person and additional supplies will be provided from 7:00 p.m. - 11:00 p.m., Monday through Friday Additional compensation to provide the required services for the seven-month term January 1, 2019 thru July 31, 2019 will be paid to the Contractor at a rate of \$3,639.90 per month.**
- 2. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person and additional supplies will be provided from 7:00 p.m. - 11:00 p.m., Monday through Friday. Additional compensation to provide the required services from August 1, 2019 to the remainder of the Contract term, May 24, 2021, will be paid to the Contractor at a rate of \$2,805.04 per month for 22 months.**
- 3. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for the New Patio Area during the first shift. (1) additional staff person and additional supplies will be provided from 10:00 a.m. - 3:00 p.m., Monday through Friday Additional compensation to provide the required services from April 1, 2019. to the remainder of the Contract term, May 24, 2021, will be paid to the Contractor at a rate of \$2,179.17 per month for 26 months.**
- 4. The Contractor hereby agrees to provide the additional services with an increase in Contact amount of a not-to-exceed amount of \$143,848.60 and no increase in the Contract time.**
- 5. CFX and Contractor agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Contractor’s complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.**

Contract Name: Facilities Maintenance Services

Contract No. 001150

Amount of Changes to this document: \$143,848.60


This Supplemental Agreement No. 6 entered into as of the day and year first written above.

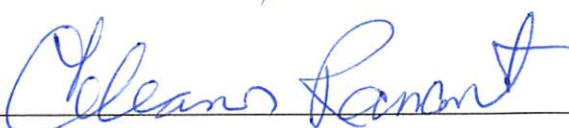
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 10/22/19

INFRASTRUCTURE CORPORATION OF AMERICA, LLC

By: 
Title: Secretary

Attest: 

Date: 10/15/19

Approved as to form and execution, only.


General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 5

'19 MAR 15 PM 1:18

This Supplemental Agreement No. 5 entered into this 5th day of March, 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Center (Pinar Plaza, 762 South Goldenrod Road).

1. CFX desires to increase the work order allowance for needed repairs at the headquarters building and plaza facilities for FY 18/19. The work allowance is adjusted upward by \$45,000.00.
2. The Contractor hereby agrees to increase work allowance for FY 18/19 with an increase in the Contract amount of \$45,000.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 5

Amount of Changes to this document: \$45,000.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

'19 MAR 15 PM 1:18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 3-21-2019

INFRASTRUCTURE CORPORATION OF AMERICA

By: [Signature]

Title: Secretary

Attest: [Signature] (Seal)

Date: 3-11-2019



Approved as to form and execution, only.

[Signature]
General Counsel for CFX


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

06 NOV 9 PM 5:35

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 4

This Supplemental Agreement No. 4 entered into this 29th day of June 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, LLC (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers at Pinar Plaza, (762 South Goldenrod Road).

1. CFX desires to add maintenance by the Contactor of the CFX Headquarters building including the following services in accordance with the applicable specifications: Additional Janitorial services for second shift. (1) additional staff person will be provided from 9:00 p.m. - 2:00 a.m. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor at a rate of ~~\$2,473.95~~ per month for 38 months.

 ~~\$2,473.95~~
\$ 2,249.05

2. The Contractor hereby agrees to provide the additional services with an increase in Contact amount of a not-to-exceed amount of ~~\$121,358.74~~ and no increase in the Contract time.

~~\$121,358.74~~
\$ 92,237.10 

3. CFX and Contractor agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

06 NOV 9 PM 5:35

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 4

Amount of Changes to this document:

~~\$121,358.74~~

\$92,237.¹⁰

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

'18 NOV 9 PM 3:33

Date: 11/30/18

INFRASTRUCTURE CORPORATION OF AMERICA, LLC

By: Wendy Joinville (Wendy Joinville)

Title: Project Manager 11-5-2018

Attest: Rita Charles (Rita Charles)

Date: 11/5/2018



Approved as to form and execution,
only.

Joseph Lassiter
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. ~~2~~ 3 ^{SR}

Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 3

2018 APR 5 AM 11:44

This Supplemental Agreement No. 3^{SR} entered into this 15th day of March, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to add maintenance by the Contractor of the Ponkan, Coronado and Mount Plymouth toll plaza buildings including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor in the lump sum amount of \$47,499.24
2. The Contractor hereby agrees to provide the additional services with an increase in the Contract amount of \$47,499.24 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Facilities Maintenance Services

2018 APR 5 AM 11:44

Contract No. 001150

Supplemental Agreement No. 3

Amount of Changes to this document: \$47,499.24

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Date: 4/9/18

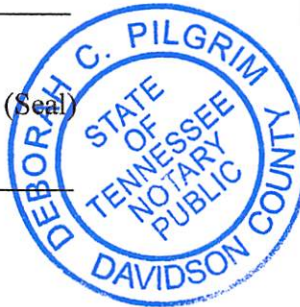
INFRASTRUCTURE CORPORATION OF AMERICA

By: [Signature]

Title: President

Attest: [Signature] (Seal)

Date: 4/2/18



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

**Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 2**

This Supplemental Agreement No.2 entered into this 17th day of May, 2017, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and INFRASTRUCTURE CORPORATION OF AMERICA, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to add maintenance by the Contractor of the Hiawassee Backup Data Center including the following services in accordance with the applicable specifications: locksmith; pest control; plumbing inspection twice per year; annual roof inspection; plumbing maintenance; roof maintenance; annual dry chemical inspection; painting; miscellaneous building repairs. Maintenance services will not include air conditioning repair and maintenance or generator repair and maintenance which will be performed by others. Additional compensation to provide the required services for the remainder of the Contract term will be paid to the Contractor in the lump sum amount of \$16,628.00.
2. The Contractor hereby agrees to provide the additional services with an increase in the Contract amount of \$16,628.00 and no increase in the Contract time.
3. CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor’s complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No. 2

30 MAY '17 AM 11:46

Amount of Changes to this document: \$16,628.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *[Signature]*
Director of Procurement

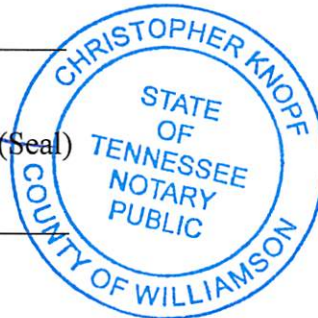
Date: 6/1/17

INFRASTRUCTURE CORPORATION OF AMERICA

By: *[Signature]*
Title: COO

Attest: *[Signature]* (Seal)

Date: 5/25/17



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

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

**Contract Name: Facilities Maintenance Services
Contract No. 001150
Supplemental Agreement No. 1**

This Supplemental Agreement No. 1 entered into this 10th day of August, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and INFRASTRUCTURE CORPORATION OF AMERICA, (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated April 14, 2016, with a Notice to Proceed date of May 25, 2016, for facilities maintenance services pertaining to S.R. 408, S.R. 414, S.R. 417, S.R. 429, S.R. 528, S.R. 551 (Goldenrod Road Extension) the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive).

1. CFX desires to amend the language in the Maintenance Specifications, Attachment 21, Janitorial Services – Headquarters Building, as follows:
 - A. In Article 2.0, General Requirements, delete the language in subarticle 2.2 in its entirety and insert the following new language in its place:

“2.2 The Contractor shall provide one person on site between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, exclusive of CFX holidays, to perform miscellaneous cleaning tasks. The assigned person shall have the ability to speak, understand and take written instructions in the English language.”
 - B. In Article 3.0, Contractor Responsibilities – Detailed Work Schedule, subarticle 3.1, Daily (inside), delete the second paragraph identified as “q” in its entirety and insert the following in its place:

“r. Set up tables and chairs in the board room and conference rooms to accommodate meetings. Restore furniture set up after meeting. Vacuum board room and conference rooms and empty trash receptacles after meetings. One hundred (100) occurrences shall be included in the Contract. Additional occurrences shall be compensated for actual time and costs.”
2. The Contractor hereby agrees to the changes to subarticle 2.2 with no increase in the Contract amount and no increase in the Contract time.

3. The Contractor hereby agrees to the changes to subarticle 3.1 with an increase in the Contract amount of \$4,250.00 and no increase in the Contract time. The increase amount is calculated based on 85 occurrences in addition to the 15 original occurrences during the term of the Contract multiplied by \$50.00 per occurrence.
4. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Facilities Maintenance Services

Contract No. 001150

Supplemental Agreement No.1

Amount of Changes to this document: \$4,250.00

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

"CFX":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 8-17-16

"Contractor":

INFRASTRUCTURE CORPORATION OF AMERICA

By: 

Title: COO

Attest:  (Seal)

Date: 4/15/16

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
INFRASTRUCTURE CORPORATION OF AMERICA**

FACILITIES MAINTENANCE SERVICES

**CONTRACT NO. 001150
CONTRACT DATE: APRIL 14, 2016
CONTRACT AMOUNT: \$9,363,000.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, ADDENDA, METHOD
OF COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL, AND PERFORMANCE AND PAYMENT BOND**

**CONTRACT, SCOPE OF SERVICES, ADDENDA, METHOD OF
COMPENSATION, ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL,
AND PERFORMANCE AND PAYMENT BOND**

FOR

FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001150

APRIL 2016

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT**

This Contract No. 001150 (the "Contract" as defined herein below), is made this 14th day of April, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and INFRASTRUCTURE CORPORATION OF AMERICA, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide facilities maintenance services for toll facilities on S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway), S.R. 429 (Daniel Webster Western Expressway), S.R. 414 (John Land Apopka Expressway), S.R. 551 (Goldenrod Road Extension), the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive), and related tasks as may from time to time be assigned to the CONTRACTOR; and,

WHEREAS, on or about January 24, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected;

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized

representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include maintenance of, and administration and management services related to, toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension, the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road) and in the Good Homes Shopping Center (8919 West Colonial Drive), in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda,
- 1.3 The Scope of Services (including Maintenance Specifications),
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be

paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

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

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$9,363,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions,

constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

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

force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

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

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

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

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

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from May 25, 2016 through May 24, 2017. The bond shall be renewed each

year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

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

7.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's facilities maintenance services.

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this

Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

9. INDEMNITY

The CONTRACTOR shall indemnify and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

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

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

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

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

9.7 CONTRACTOR's breach of any of the 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.

10. PUBLIC RECORDS

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

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

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

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

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

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

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

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

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

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

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

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

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

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

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

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

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

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

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

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

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

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

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

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

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

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

The term "contested claim" or "claims" shall include "Claims" as defined elsewhere, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than

the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect

and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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

23. RELATIONSHIPS

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

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

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

24. INTERPRETATION

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

25. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; and

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

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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


IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on April 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Lisa Lombard

INFRASTRUCTURE CORPORATION OF AMERICA

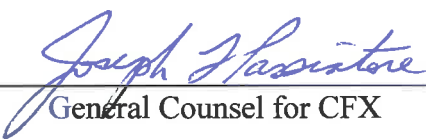
By: 

Print Name: DARRELL K. MASSEUBLE

Title: COO

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for CFX

SCOPE OF SERVICES

**SCOPE OF SERVICES
FACILITIES MAINTENANCE SERVICES
CONTRACT NO. 001150**

1.0 OVERVIEW

- 1.1 The Contractor shall perform routine maintenance, administration and management services including, but not necessarily limited to, maintenance of electrical, mechanical and HVAC equipment as well as painting, carpentry and general building maintenance activities at: the CFX's toll plaza facilities (14 existing mainline plazas and 75 existing ramp plazas) along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway), S.R. 429 (Daniel Webster Western Beltway) and S.R. 414 (John Land Apopka Expressway), and the Goldenrod Road Extension (see listing included in the appendix); the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Ave.), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road and in the Good Homes Shopping Center, 8919 West Colonial Drive) in Orange County, Florida. **(See Addendum No. 2 for additional language.)**

During the Contract duration it is anticipated three all electronic tolling facilities will be completed on S.R. 429 (Wekiva Parkway) (429-207 in March 2017; 429-207A and 429-207B in December 2017) Two ramp plazas are scheduled be completed on S.R. 528 at the new Innovation Way interchange in December 2017. The Backup Data Center at the Hiwassee Mainline Plaza is scheduled be completed in August 2016. As these facilities are added to the system, CFX and the Contractor will negotiate the additional maintenance cost and execute a supplemental agreement.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

- 1.2 The Contractor shall employ on Contractor's staff, or as a subcontractor, a registered professional engineer licensed to practice in the State of Florida. The Contractor shall also provide sufficient qualified technical staff to support activities and program areas related to facilities maintenance. CFX, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.

- 1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: drinking water systems, septic and wastewater systems, electrical, mechanical and HVAC systems. The Contractor shall be responsible for painting, caulking, carpentry, general building maintenance activities and all other maintenance services required to maintain the facilities to the standards set forth in this Scope of Services and the maintenance specifications. The Contractor shall also move furniture, files, equipment, etc., between offices and/or buildings as directed by the Director of Maintenance. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll equipment, fiber optic network, telephone system, guardrail, landscaping and irrigation systems are not a part of this scope and will be performed by others.
- 1.4 To avoid unnecessary repetition of expressions, whenever the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

2.0 MAINTENANCE AND INSPECTION

- 2.1 The Contractor shall be responsible for all facilities maintenance and inspection as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures.
- 2.2 The Contractor, through the use of its own forces or subcontractors, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that required maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract. Contractor's personnel assigned to service or repair facilities shall have the applicable manufacturer's certification and required training to perform the required service or repair.
- 2.3 The Contractor shall comply with the CFX Emergency Response Manual and Hurricane Response Plan. These manuals provide procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing

damage, record keeping, planning recovery/restoration, and coordinating emergency response and hurricane response activities.

2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agents, employees and subcontractors. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.

2.5 Contract Administration - The Contractor shall:

2.5.1 Provide maintainability review of facilities design plans and specifications for the purpose of reducing the overall cost of maintenance.

2.5.2 Review reports relating to the Contractor's performance and communicate with subcontractors, if necessary, regarding conformance to specifications, workmanship, etc.

2.5.3 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep the Director of Maintenance advised with respect to the progress of work activity. All reports and/or submittals are to be submitted via e-mail to the Director of Maintenance in pdf format, unless otherwise requested by the Director of Maintenance. The Director of Maintenance may, at any time, request hard copies of such reports and/or submittals. All pdf submittals shall, at a minimum include: **(See Addendum No. 2 for new language.)**

- a. cover page as the first page of the pdf (including report name and date)
- b. indexed bookmarks
- c. table of contents
- d. specifics to the report (such as location, times, etc.), as specified in the attached maintenance specifications

2.5.4 Assist the CFX in the preparation of annual maintenance budget. Identify and recommend projects to be included in the 5 Year Work Plan. **(See Addendum No. 1 for additional language.)**

- 2.5.5 Prepare accident claim affidavits and initiate the reimbursement process for damages to CFX property. The Contractor shall receive all reimbursements that are collected for damages to CFX property that the Contractor repairs.
 - 2.5.6 Perform field review and analysis of accidents to determine any engineering deficiencies.
 - 2.5.7 Assist the CFX in responding to the public interest regarding maintenance activities.
 - 2.5.8 Attend, as a minimum, the following meetings:
 - a. Monthly meeting with the CFX toll operations contractor
 - b. Other meetings affecting or involving facilities maintenance activities or operations as may be scheduled by the Director of Maintenance
- 2.6 The CFX will provide the Contractor with available information concerning warranties in force for various products (e.g. pavement markings and signs, roofs, air conditioning and heating units, etc.) at CFX facilities. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify the Director of Maintenance in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

3.0 CONTROL OF THE WORK

- 3.1 The Contractor shall develop, prepare, and implement a Facilities Maintenance Operations Work Plan. The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to the Director of Maintenance within 30 days after the date of the Notice to Proceed. After reviewing the plan, a meeting with the Contractor will be conducted to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to the Director of Maintenance at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

3.2 CFX Director of Maintenance

All work shall be subject to review and acceptance by the CFX Director of Maintenance (or such other person designated by the Executive Director), or designated representative, who shall evaluate the Contractor's work for compliance with the Contract Documents. The CFX has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

3.3 Traffic Control

The Contractor shall adhere to the requirements of FHWA's MUTCD, latest edition, Part 6. For operations requiring closure of travel lane(s), the Contractor shall comply with the FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 102-3.2, Worksite Traffic Supervisor, and FDOT Index Drawings Series 600, latest edition, which are hereby incorporated by reference as if fully set forth herein.

The Contractor shall assist the CFX toll operations contractor in the handling and maintenance of traffic during special events in the Orlando area such as the Citrus Bowl game(s), other sporting events impacting toll facilities and space vehicle launches from Cape Canaveral. The Contractor shall provide traffic control devices including, but not limited to, message boards at the Beachline Main Toll Plaza and Dallas Mainline. The Contractor shall also provide necessary labor to assist the CFX toll operations contractor in moving the traffic control devices. Maintenance of traffic requirements at the Beachline Main and Dallas Toll Plazas during space vehicle launches may occur day or night and will control the traffic going to and returning from the launches until all traffic has returned to normal flow. Traffic conditions related to launches may be continuous for several days.

The Contractor shall include four (4) events associated with the Citrus Bowl and eight (8) events on S.R. 528 annually. Additional events beyond those anticipated will be considered additional compensation for time and costs to be negotiated and paid from the Work Order Allowance.

3.4 Other Work

If activities by the CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract prices because of deletion of work items or delay because of activities by others.

The Contractor shall coordinate and cooperate to the fullest extent in the scheduling and performance of work by the CFX toll equipment contractor in order to obtain the highest level of service possible.

(See Addendum No. 1 for new Article 3.5 language.)

4.0 OTHER REQUIREMENTS

4.1 Permits, Notifications and Fees

- 4.1.1 Unless otherwise specified, the Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.
- 4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.
- 4.1.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the CFX nor relieve the Contractor of its liabilities.

4.2 Hazardous or Toxic Waste, Pollutants

- 4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.
- 4.2.2 The Contractor shall minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until directed by the Director of Maintenance.
- 4.2.3 The Contractor shall dispose of the hazardous substance, toxic waste or pollutant in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction.

4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of the Contractor (or its employees, agents or subcontractors) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

4.4 Safety

- 4.4.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Loss Prevention Manual (current issue at time of Proposal submittal) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

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

4.4.3 Contractor and subcontractor personnel shall wear reflectorized high visibility orange or lime safety vests within 15 feet of the roadway. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.4 Vehicles used on the roadway shall be equipped with flashing strobe lights approved by the Director of Maintenance.

4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.6 Escrow of Price Proposal Records

With the execution of the Contract, the Contractor shall submit to CFX, in sealed container(s), a legible copy of the Proposal Records used by the Contractor to prepare its Price Proposal for the Contract. The container(s) shall be clearly marked "Price Proposal Records for Contract" and shall show on the face of the container(s) the Contractor's name, address, date of submittal and Contract number. CFX will maintain the container(s) in a sealed condition.

In addition to the Proposal Records, the Contractor shall execute and submit an affidavit, signed under oath by the Contractor, listing each Proposal Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Proposal Record, other than the Proposal Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor.

Following execution of the Contract, CFX will hold the sealed container(s) and the original affidavit until the Contractor seeks an adjustment in time or money and files a claim or initiates arbitration against CFX. Such acts by the Contractor shall be sufficient grounds for CFX to open the sealed container(s). CFX reserves the right to reveal the contents of the sealed container(s) to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the bid documents included in the sealed container(s) will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

When the Contractor executes a binding release of all claims and potential causes of action related to the Contract, CFX will release the sealed container(s) to the Contractor. The Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

4.7 Minority and Women Owned Businesses (M/WBE)
(See Addendum No. 1 for changes throughout this Article.)

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

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

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

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

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

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

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

4.7.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

4.7.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

4.7.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) “Black Americans”, which includes persons having origins in any of the black racial groups of Africa;
 - (b) “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.

- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
- (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
- (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

4.7.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.
5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor’s efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

4.7.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.
2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.
3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.
4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.
5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:
 - (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.
 - (b)
 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

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

Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

4.7.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors;
and
9. any other records required by CFX's Project Manager or Executive Director.

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

4.7.5 Subletting of Contracts - Participation Objective

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

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Beginning Work

The Contractor shall commence work on the date specified in the Notice to Proceed. The term of the Contract will begin on the date established in the Notice to Proceed.

5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with the CFX. The CFX or Contractor may request and be granted a conference with the other party.

5.3 Facilities Maintenance Operations

5.3.1 The Contractor shall be available on a 24-hour a day, 7-day a week, 52-week a year basis. The Contractor shall schedule maintenance operations to minimize inconvenience to operations staff, adjacent businesses, residences and the public.

An individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit by certified mail to the Florida Highway Patrol and other local law enforcement agencies, a description of the Project and the name(s) and telephone number(s) of individual(s) designated to be contacted in cases of emergencies. A copy of these submittals shall also be provided to the CFX.

5.3.2 Unless otherwise specified or approved by the CFX, the Contractor's normal work hours shall be 7:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor is

advised that certain maintenance activities may need to be performed during other than regular hours (e.g. 5:00 p.m. to 7:00 a.m.) to avoid affecting toll collection capacity.

No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the CFX, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.

- 5.3.3 Prior to beginning maintenance operations, the Contractor shall submit to the CFX, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required facilities maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show lines of communication with the CFX's toll equipment contractor and toll collection contractor. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal operations of facilities and the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.4 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to the Director of Maintenance prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to toll facilities.
- 5.3.5 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way (fence) line as possible. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way (fence) line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.
- 5.3.6 In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the CFX may grant an extension of

the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

5.3.7 The Director of Maintenance will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall not exceed 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:

- a. Up to 1 hour late - \$250.00 reduction.
- b. More than 1 hour late - \$250.00 reduction per hour.

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this sub article.

No extension of the emergency response time will be granted by the CFX due to travel distance requirements of the response crew. Completion of routine work orders shall not be affected by the issuance of emergency response work orders.

5.3.8 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either: **(See Addendum No. 1 for additional language.)**

The Director of Maintenance will monitor the effects of weather and, when found justified, recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by the CFX.

5.4 Suspension of Work

The CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

5.5 Liquidated Damages

- 5.5.1 The Contractor shall pay to the CFX liquidated damages not to exceed \$1000 per day for failure of the Contractor to complete the work within the time stipulated in the Work Plan or within such additional time as may have been granted by the CFX. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.
- 5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.
- 5.5.3 If the Contractor (or, in circumstance of the Contractor default, the surety) fails to complete the work within the time stipulated in the Work Plan, or within such extra time as may have been granted by the CFX, the Contractor (or the surety) shall pay to the CFX, not as a penalty but as liquidated damages, the amount due.
- 5.5.4 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of the CFX of the liquidated damages due under the Contract.
- 5.5.5 In the event of default by the Contractor and the completion of the work by the CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of the CFX.

5.5.6 The work will be considered completed when all work has been accepted by the Executive Director or authorized designee. The CFX reserves the right to apply as payment on such liquidated damages any money due the Contractor by the CFX.

5.6 Evaluation and Acceptance of Work

5.6.1 The performance of the Contractor under the terms of the Contract will be subject to review by the Director of Maintenance. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.

5.6.2 Acceptable work quality will be determined by the Director of Maintenance.

5.6.3 The Contractor shall certify that work quantities and quality were accomplished in accordance with the maintenance specifications. The certification shall be included in the monthly payment request documentation.

5.6.4 Parts and materials provided by the Contractor for repairs and maintenance shall be new. Rebuilt or repaired parts will not be acceptable.

5.6.5 All parts and materials shall be of a brand or quality equal to or better than the ones being replaced and shall be 100% compatible with the existing equipment.

5.6.6 The CFX reserve the right to make other arrangements for purchasing parts and materials necessary for repairs and maintenance at any time, if the interest of the CFX requires such arrangements.

5.7 Binding Arbitration

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

5.7.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

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

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

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

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

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

END OF SCOPE OF SERVICES

**TABLE OF ATTACHMENTS
FACILITIES MAINTENANCE SPECIFICATIONS**

<u>Attachment</u>	<u>Attachment Title</u>
1	Air Conditioning and Heating Equipment
2	Electrical
3	Emergency Generators
4	Locksmith
5	Pest Control
6	Plumbing
7	Roofs
8	Elevators
9	Pressure Cleaning – Toll Facilities
9A	Pressure Cleaning – Buildings
10	Pavement Marking and Signing
11	Water Treatment Facilities
12	Wastewater Treatment Facilities
13	Miscellaneous Building Repairs
14	Painting
15	Asphalt-In-Place Repair
16	Concrete Repairs and Joint Sealing
17	Litter Removal
18	Roadway and Parking Lot Lighting
19	Drainage Systems
20	Grounding and Ground System Testing
21	Janitorial Services - Headquarters Building

**TABLE OF ATTACHMENTS
FACILITIES MAINTENANCE SPECIFICATIONS**

22	Janitorial Services E-PASS Service Centers
23	Fire Alarms and Extinguishers
24	Graffiti and Stain Removal

Attachment 1

AIR CONDITIONING AND HEATING EQUIPMENT

1.0 Description

Perform inspection, maintenance, and repair of air conditioning and heating equipment.

2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed by the State of Florida in accordance with State laws.

2.2 Submit copy of the individual's license from the State of Florida as a Class "A" Certified Air Conditioning Contractor.

2.3 The Contractor shall provide proof that personnel performing the work are certified in types of equipment and controls to be maintained and or repaired.

3.0 Responsibilities

3.1 Perform inspection, maintenance, and repair of air conditioning and heating equipment as specified herein.

3.2 Prepare and submit a plan of proposed maintenance services to the CFX Director of Maintenance within 3 months of the award of the contract. This shall include maintenance plans for all serviceable components.

3.3 Filters at all toll plazas shall be replaced monthly. Use ONLY Pleated High efficiency filters (Similar to FAAR).

3.4 Operations Inspections and Maintenance Checks

Perform inspection and maintenance checks (preventive maintenance) on all units three (3) times each year (March, July and November). All items in the preventive maintenance inspection shall be checked along with any other item necessary to ensure that each unit is operating properly. All heating units shall be cleaned during the November inspection and maintenance check.

3.4.1 The inspection and maintenance checks shall consist of, but are not necessarily limited to, the following:

- a. Clean condenser and evaporator coils.

- b. Check motors for proper operation, noises or vibrations.
- c. Clean and oil air handling units (squirrel cages and fans).
- d. Clean drain pans and condensate lines.
- e. Lubricate all motors that require lubrication.
- f. Clean inlet and outlet registers.
- g. Check controls and thermostats for proper operation.
- h. Replace filters at the headquarters building with HEPA filters.
- i. Check for leaks and adjust amounts of refrigerant.
- j. Check electrical connections.
- k. Check for vibrations and noises.
- l. Check all belts and alignment of belt pulleys. Replace worn belts. Replace belts at least once a year.
- m. Record refrigerant pressure.
- n. Test and balance all mainline plaza administration and tower buildings and the headquarters building annually and provide test and balance report.
- o. Clean all piping enclosures to remove mold, calcium buildup, etc.
- p. Check and verify proper operation of computer control systems.
- q. Check duct installation and ductwork for leaks.
- r. The unit covers, panels, refrigerant insulation and proper wiring dressing must be restored to fully functional condition

Repair or replace all deficient or damaged parts or components identified during the inspection as needed.

3.5 Maintenance Schedule

- 3.5.1 Provide the operation inspection and maintenance checks listed above, Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 5:00 p.m. At the request of the Director of Maintenance, some of the inspection and maintenance checks may have to be performed outside of this time range.

3.6 Unscheduled Service, Repairs and Replacements

- 3.6.1 Provide unscheduled service calls, including emergency service to diagnose problems and make repairs, and adjustments, as necessary, to keep the equipment in good operating condition.
- 3.6.2. Repair response time (the time taken to arrive at the site after notification) shall be two (2) hours or less regardless of the day or time of the notification for critical repairs.

As a minimum, all spaces that are manned or are locations for electronic equipment are considered critical. All mainline plaza recorder rooms are equipped with a 220 volt outlet to utility and emergency power. This outlet will accommodate the portable air conditioning unit owned by the CFX until a "down" unit is back in operation. The Contractor shall transport, install and operate the portable unit when required. The Contractor shall perform the same operation inspections and maintenance checks on the portable unit as listed above for permanent units.

- 3.6.3 For the toll booth air conditioning units identified in the attached list, repair a "down" unit so that a properly operating unit is in place within 72 hours after receipt of notification. Failure to comply with this completion schedule will result in assessment of liquidated damages as detailed in the Scope of Services.
- 3.6.4 The air conditioning units in the Main Headquarters Building shall remain in operation Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Any maintenance-related shut downs to the system must be performed outside of this time range or on weekends.

3.7 Reports

- 3.7.1 After completion of the operation inspection and maintenance check, submit separate written reports to the Director of Maintenance for each location giving the overall status of the equipment and providing specific recommendations concerning equipment replacement or changes, if any, which should be considered to reduce the overall operating costs and/or to improve equipment performance.
- 3.7.2 Reports shall be attached to the monthly invoice.
- 3.7.3 Submit a sample report to the Director of Maintenance for approval prior to the initial payment.

3.8 Maintenance Log

- 3.8.1 Develop and use a maintenance log for each unit location. Logs shall be kept at the CFX sites in a place easily accessible by CFX personnel and kept current as to the last routine maintenance or repair activity performed. All logs shall be the property of the CFX.
- 3.8.2 The logs at a minimum shall include the following:

- a. Columns showing the make, model, and serial number of the equipment.
- b. Date and time in and out for each Contractor activity, routine maintenance or repair performed, brief description of work completed, comments, and name of servicing mechanic.
- c. Equipment's general condition, operating data, noises, vibration, temperatures and pressures in comparison to last visit.

3.8.3 Submit a sample log form to the Director of Maintenance for approval prior to its use in the site

4.0 Type and Location of Air Conditioning and Heating Equipment

Below are some typical units that are installed at the facilities. There are over 250, 1 to 5 ton units, over 45, 5 to 12 ton units and at least 3 over 12 ton units. The Contractor is responsible for preparing a complete inventory of all units. Failure to note these units in this list or by quantity does not alleviate the Contractor from the responsibility of response and repair of the units. The units listed below are for understanding of the typical units and SHALL NOT be considered a full list of units. A listing of the HVAC systems is included in the appendix.

- Type 1. Tunnel Plaza**
Main Building - 1 Main Building Unit, 1 Tunnel makeup Air Unit, 1 recorder Room Unit. (Exception Hiawasseee – has 3 Recorder and Tech Room Units)
Booths - Coleman (or like) (8 units)
- Type 2. Bridge Main Plaza**
Main Buildings - 1 Main Building Unit each building, 1 recorder Room Unit, each building.
Booths - Coleman (or like) (8 to 12 units)
- Type 3. Not Used**
- Type 4. Older Ramps**
Main Building - Trane (1 units)
Recorder Room (1 unit)
- Type 5. Newer Ramps**
Main Building - Trane (1 units)
Recorder Room (Liebert (1 unit)
- Type 6. CFX Main Admin Office**
Air Cooled Chiller (Chilled Water)
Multiple Air Handlers
Multiple Variable Volume Boxes

Carrier (2 units)
Liebert (2 units)

The CFX will purchase and provide chiller coils for installation by the Contractor if/as needed.

Type 7. E-PASS Service Center (Pinar Plaza, 762 South Goldenrod Road)
Trane (2 units)

Type 8. West E-PASS Service Center (Good Homes Shopping Center, 8919 W. Colonial Drive) Carrier (1 unit)

END OF ATTACHMENT 1

Attachment 2

ELECTRICAL

1.0 Description

Perform inspection, maintenance, installation, replacement, and repair of electrical items including but not limited to panel boxes, panels, breakers, fuses, contactors, disconnects, indoor and outdoor fixtures, transformers, switches, ballasts, fittings, controls, rewiring, light bulbs, traffic signals, canopy lights, parking lot lighting, lightning protection systems, generator systems, receptacles, severed/damaged conduits and cables.

2.0 Qualifications

- 2.1 Personnel performing the work shall be currently licensed in accordance with the laws of the State of Florida.
- 2.2 Submit a copy of the qualifying individual's license from the State of Florida as a state certified electrical contractor.

3.0 Responsibilities

- 3.1. Within six months after the date of the Notice to Proceed for the Contract, and at six month intervals thereafter, perform an operation and maintenance inspection at all sites consisting of, but not limited to:
 - a. Meter check loads on all panels to verify balance among phases.
 - b. Notify the CFX of any unusual or excessive electrical consumption.
 - c. Check breakers for proper electrical connection and tightness.
 - d. Check switches for proper amperes, voltage rating and type.
 - e. Check fuses, change fuses when necessary.
 - f. Cover any open blank slots in panels, install removed box and wireway covers and clean up any mismanaged wires associated with the power systems at all facilities included in this Scope of Work.
 - g. Check locks at breakers/panels, provide new locks when necessary.
 - h. Check all visible wires/cables for proper insulation.
 - i. Check all visible electrical connections for tightness. (Utilize torque screw driver as needed)
 - j. Perform minor repairs and preventive maintenance for those recurring tasks that may require minor disassembly and removal of available inspection covers for internal inspections, measurements, and adjustments including minor repairs and/or replacement of routine expendable parts, controls, switches, indicator lamps and similar

- items. Repair or replace junction boxes, raceways, covers and related hardware.
 - k. Label all unlabeled circuits in breaker panels. All Circuit Breaker Schedules shall be kept current and are the responsibility of this contract regardless if removed by others.
 - l. Check and verify proper operation of building emergency shutoff.
 - m. Check lightning protection system once per month and after known or reported lightning strikes. Perform Grounding tests as called out in the grounding section.
 - n. Check all TVSS units and replace defective components.
- 3.2 Inspect and test all portable heaters and bottom cabinet heaters in all toll booths every October. Repair defective units if minor repairs are required. Identify units that cannot be repaired and require replacement by the CFX. Contractor shall install the replacement heater.
- 3.2.1 Furnish all parts, materials, and supplies necessary to perform the annual electrical preventive maintenance and operation inspection service as specified herein.
 - 3.2.2 Provide the annual electrical preventive maintenance inspection service, Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 5:00 p.m.
- 3.3 On-Going Electrical Service Repairs and Replacements
- 3.3.1 Provide electrical service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary to keep the electrical system in good operating condition.
 - 3.3.2 All work shall be performed by using direct replacement components as provided in the initial installation or a pre-approved equal as designated by written submittal and approval. All components shall be UL listed or approved materials.
 - 3.3.3 Use a licensed Master or Journeyman Electrician to perform the work. Modifications from existing systems shall be performed by a licensed Master Electrician and approved as changes to the existing system.
 - 3.3.4 Furnish personnel lift and/or bucket truck outfitted with amber strobes and traffic control devices as approved by the Director of Maintenance.

- 3.3.5 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification.
- 3.3.6 Provide all interaction and coordination with the Power Companies to troubleshoot, repair and coordinate repairs for all electrical systems. Loss of power from a power company shall warrant calls to that power company within two (2) hours of outage by contractor and estimate of restoration shall be sent in writing to the Director of Maintenance or his designated personnel.
- 3.3.7 Repair and/or replace all lighting components that are not functioning within 24 hours. Lighting components that are on photocells shall be examined at night for functionality and shall be replaced within 24 hours if not functioning. Broken or discolored lenses shall be replaced as part of this contract. All exterior lights shall be checked monthly and replaced immediately upon observing they are not functioning or by service call.
- 3.3.8 Emergency lighting shall be replaced or repaired if malfunctioning within 24 hours.

3.4 Reports

- 3.4.1 After completion of each electrical preventative maintenance and operation inspection service, submit a written report to the Director of Maintenance. The report shall list each location and show the following information:
 - a. Overall status of the main electrical components such as panel boxes, panels, and breakers. Include measurements, adjustments, minor repairs and/or replacement of parts performed.
 - b. Specific recommendations concerning equipment/parts replacement or changes, if any, which should be considered to reduce the overall operating costs, improve the performance and/or system reliability.
- 3.4.2 Report shall be attached to the monthly invoice.
- 3.4.3 Submit a sample report to the Director of Maintenance for approval prior to the initial payment.

3.5 Quality Assurance

- 3.5.1 Work and materials shall be in accordance with local codes and agencies and authorities having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the Illuminating Engineering Society, the Insulated Power Cable Engineers

association, the National Electrical Code, the National Electrical Safety Code, the National Electrical Manufacturers Association.

- 3.5.2 All work shall be done in rigid galvanized steel except when located behind drywalls or in ceilings where EMT is permitted. All electrical conduits shall have a ground conductor (green). Upon completion of all work on electrical service installation, perform soil resistance test to insure a resistance value no more than 25 ohms for each ground rod. All ground rods shall be a minimum of 3/4" x 20 ft. copper, cadweld unions except where attached to the cold water pipe.

END OF ATTACHMENT 2

Attachment 3

EMERGENCY GENERATORS

1.0 Description

Perform inspections, routine maintenance, parts replacements, fueling of tanks and repair of emergency generator equipment.

2.0 Qualifications

Personnel performing the work shall have a minimum of 5 years experience in inspecting, maintaining and repairing emergency generator sets of the size and capacity of those on the CFX system and shall have a current Certificate of Training issued by the respective generator manufacturer for any unit being maintained or repaired.

3.0 Responsibilities

3.1 Emergency Generator Service and Repairs

- 3.1.1 Emergency generator service calls, including emergency service to diagnose problems and make adjustments, repairs, and replace parts, as necessary to keep the emergency generators in good operating condition. Service and repairs to emergency generators shall be performed by individual(s) certified in accordance with Florida law to perform such service and repairs to propane and diesel engines. Repair response time (the time taken to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification.

In addition to responding to emergency repairs, the Contractor shall also dispatch a generator technician to any reported loss of line power regardless of whether the generator is operating or not. The response time for this situation shall also be no more than two (2) hours regardless of the day or time of the notification.

- 3.1.2 All work shall be performed by using direct replacement components or CFX approved replacements. All components shall be UL approved materials. All Generator systems shall be designed for commercial applications. (Residential units are not permitted)
- 3.1.3 Check general fuel levels monthly and on each service call and maintain level at 70% of full. Maintain adequate/recommended fuel stabilizer for diesel fuel tanks.

- 3.2 Emergency Generator Preventive Maintenance and Operation Inspection Service
- 3.2.1 Perform emergency generator inspections and routine maintenance monthly per location. Each inspection shall be completed in its entirety before beginning another. Generator inspections shall occur during hours at a time convenient to the operation of the facility.
- 3.2.2 At the completion of each generator inspection or maintenance visit provide a maintenance check sheet listing all services performed. The maintenance check sheet shall meet all Environmental Protection Agency (EPA) requirements.
- 3.2.3 The items to be inspected and the routine maintenance to be performed for the generators and engines are set forth in article 5.0 Emergency Generator Inspection and Routine Maintenance Activities. At the time of the generator inspection, examine each of the items indicated and perform the required routine maintenance. Prepare and submit a written monthly report indicating the generator parts/work needed (if any), the condition of each unit, and fuel levels.
- 3.2.4 Load tests shall be performed per manufacturer's recommendations and at least once per year. A schedule shall be submitted to the Director of Maintenance within 4 months of the renewal or new contract award. All generators shall be load tested during the initial period of this contract.
- 3.3 Reports
- 3.3.1 After completion of each preventative maintenance/inspection service or maintenance call, submit a written report to the Director of Maintenance. The inspection format shall meet generator manufacturer's recommendations as well as the requirements in the attached list and in NFPA 110, Table A-6-3.1A. The report shall list each location and show the following information:
- a. Component Identification information (Manufacturer, size, model, serial number, etc.)
 - b. Overall status of the main components.
 - c. Specific recommendations concerning equipment/parts replacement or changes, if any, which should be considered to reduce the overall operating costs and/or improve the performance.
- 3.3.2 Report shall be attached to the monthly invoice.
- 3.3.3 Submit a sample report to the Director of Maintenance for approval prior to the initial payment.

3.4 Quality Assurance

Work and materials shall be in accordance with local codes and agencies having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the National Electrical Code, the National Electrical Safety Code, and the National Electrical Manufacturers Association.

4.0 Sample Listing of Typical Generator Sizes and Manufacturers

Each Mainline and Ramp plaza, as well as the Headquarters Building has a generator and all shall be included in the maintenance contract. The generators at the toll facilities use LP fuel. The generator at the Headquarters building is diesel. A recent inventory of existing generators is included in the appendix for information. The Contractor shall be responsible for updating and maintaining a complete inventory of all generators including as a minimum the make, model, size and fuel type.

5.0 Emergency Generator Inspection and Routine Maintenance Activities

5.1 Oil System (Semi Annual - Except Check for Leaks monthly)

- a. Change engine oil (Check oil level monthly and add oil if necessary to maintain proper level)
- b. Change governor oil if applicable
- c. Change injection pump oil if applicable
- d. Change oil filter and gaskets
- e. Change oil in crankcase breather if applicable
- g. Visually check for leaks (monthly).

5.2 Cooling System (Monthly)

- a. Check general condition
- b. Sample and test anti-freeze and add if needed
- c. Check coolant level
- d. Pressure test system
- e. Check and replace belts and hoses if needed
- f. Replace filters if applicable

5.3 Exhaust System (Monthly)

- a. Visually check for leaks, corrosion and check condensation trap and muffler condition.
- b. Drain condensation if possible
- c. Check and lubricate heat riser plate

5.4 Fuel System (Monthly)

- a. Check for leaks; check all visible connections and flexible hoses. Replace flexible hoses if needed
- b. Adjust carburetor as needed
- c. Change fuel filters as needed
- d. Clean fuel strainers
- e. Lubricate day tank float switch and manual pump
- f. Check for water in day fuel tank and main fuel tank
- g. Lubricate carburetor and linkage
- h. Lubricate governor linkage
- i. Service air filters as needed
- j. Clean diesel fuel at the HQ building in years 2 and 4 of the contract
- j. Check tanks to ensure they meet EPA requirements. Keep monthly log of all above ground diesel fuel tank inspection reports.

5.5 Generator (Monthly)

- a. Visually inspect generator condition, check slip rings and commutator for wear, check lubrication of rear generator bearing.
- b. Clean rings and commutator
- c. Lubricate over speed switch
- d. Check diode heat sinks
- e. Clear debris from around engine including grass or other foreign items.

5.6 Battery (Monthly)

- a. Check specific gravity and load test
- b. Check water level
- c. Clean terminals and posts and coat with inhibitor
- d. Check battery charge. Replace battery as needed.

5.7 Engine Running (twice weekly at HQ building; weekly all others - 30 Minute Minimum Run Time)

- a. Test low oil pressure (LOP) safety - Seconds to shutdown
- b. Test high engine temperature (HET) safety - Seconds to shutdown
- c. Test over speed (O/S) safety - Seconds to shutdown
- d. Check pre-alarms if applicable
- e. Check over crank (O/C) item - Seconds to shutdown
- f. Check cycle cranker time
- g. Check noises or leaks
- h. Adjust carburetor and choke as needed

5.8 Ignition System (Monthly)

- a. Checks all wires
- b. Inspect plugs, points, condenser and rotor and replace as needed
- c. Inspect distributor cap, replace if needed
- d. Lubricate point cam and advance wick
- e. Lubricate upper and lower bearing
- f. Set timing as needed
- g. Inspect and lubricate mechanical advance

5.9 Accessories (Monthly)

- a. Lubricate all hinges, door locks and cover snaps. Test locks and replace or repair as needed
- b. Inspect enunciator
- c. Inspect battery charger
- d. Adjust battery charger - AMP-MA
- e. Adjust annunciator battery lights
- f. Inspect tanks for rust and corrosion; prepare and paint all areas showing signs of rust or corrosion.
- g. Prepare and paint any areas on the generator enclosure showing signs of rust or corrosion.

5.10 Testing (Quarterly)

- a. Check unit under actual load if permissible (This check should be performed after hours or during weekends.)
- b. Adjust voltage and frequency under actual load
- c. Adjust clock exerciser, day, time, load, no load
- d. Test delay start, pick up, transfer, cool down, transition and preheat
- e. Calibrate UV Sensors, generator sensor, and OV sensors
- f. Record load per leg, voltage, hertz, oil pressure and water temperature
- g. Check battery charging system.
- h. Test transfer switch relays for proper operation including loss of single phase power.

5.11 Testing (Annually)

- a. Check the Sacrificial Cathodic Anode for proper operation
- b. Provide Certification of proper operation
- c. Test Headquarters Building under full load
- d. Load test the Generator as recommended by the equipment manufacturer.
- e. Provide load test reports.

END OF ATTACHMENT 3

Attachment 4

LOCKSMITH

1.0 Description

- 1.1 Perform general locksmith services including, but not necessarily limited to: installation, replacement and repair of all door locks including toll plaza supervisor's safe, depository drop safes, door hinges, kick plates, door handles and crash bars, filing cabinet locks, desk locks, automobile locks, door closers, panic and fire exits; master keying and rekeying; duplicating keys; replacing/rekeying lock cylinders; opening buildings and vehicles (lockouts). The Contractor shall maintain the integrity of the CFX existing master keying system.
- 1.2 Locks to all money vaults are handled and maintained by the CFX toll collection contractor and are not included in this Contract.

2.0 Responsibilities

2.1 Emergency Service and Repairs

- 2.1.1 Provide routine and emergency service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary. All work shall be performed by a licensed locksmith.
- 2.1.2 Repair response time (the time taken to arrive at the site after notification) shall be within two (2) hours regardless of the day or time of the notification.
- 2.1.3 The Card Swipe System is maintained under a separate contract with the CFX and is not included in this contract. All problems associated with that system shall be immediately reported to the Director of Maintenance. Security of the facilities is critical to operations and the safety of personnel.
- 2.1.4 The CFX Headquarters Building is equipped with high security locks that allow entry of approved personnel to certain areas. The Contractor is responsible for maintaining those locks at the present level of security. The Contractor shall obtain the necessary information from the Director of Maintenance.
- 2.1.5 All work shall be performed in a continuous and expeditious manner.

END OF ATTACHMENT 4

Attachment 5

PEST CONTROL

1.0 Description of Work

- 1.1 Perform pest control and treatment services on a monthly basis. Pests are defined as general pests such as mice, rats, roaches, common ants (including ghost ants, fire ants, carpenter ants and pharaoh ants), subterranean termites, wasps, bees, spiders, dry wood termites, birds, rodents, snakes and raccoons.
- 1.2 Furnish services to exterminate rodents and insects and other pests using only those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7, U.S.C. 136 et. seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 (including all amendments), and the regulations issued there under. Submit a copy of Pest Control Operator's license to the Director of Maintenance and comply with Florida Statute 482.
- 1.3 Insect control includes those measures which are necessary to suppress general insects, as defined above, within and around the facilities by using properly registered and labeled pesticide products and approved devices.
- 1.4 Rodent control includes those measures necessary to remove or suppress populations of rats, mice or other nuisance animals that become a pest within or around the CFX premises.
- 1.5 Contractor's program for the control of general pests shall be continually in effect. There shall be no signs of infestations.

2.0 Responsibility

- 2.1 In addition to the monthly pest control and treatment services, the Contractor shall conduct a thorough inspection of facilities every six months. Schedule work in such a manner so that it does not interfere with the normal everyday operation of the facility.
- 2.2 Treat all areas of the CFX Headquarters Building and other CFX buildings, including all mainline toll plazas and ramp toll plazas to eliminate those pests listed above. These areas include, but are not limited to, buildings (interior and exterior perimeter which extends for a distance of at least 15' around the buildings), toll booths, toll canopies, emergency generators, and storage facilities.

- 2.3 Perform “call backs” within 24 hours.
- 2.4 Protect CFX equipment during the time the work is underway. All materials for pest control shall conform to federal, state and local ordinances and precautions shall be used to avoid accident or injury to the employees and prevent damage to the facilities.

END OF ATTACHMENT 5

Attachment 6

PLUMBING

1.0 Description

Perform inspection, installation, repair, and replacement of interior and exterior plumbing equipment including, but not limited to, public utility supplied services and CFX well and treatment systems (listed below), cold and hot water, sanitary sewer and sanitary vent system, septic tanks and drain field, cleanouts and cleanout access cover, sinks, urinals, commodes, faucets, roof drains, plumbing fixtures and trim, valves, stopcocks, sump pumps, backflow preventers, pumping out septic tanks, and specialties for plumbing system and all work incidental to the above.

2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed as a certified plumbing contractor, in accordance with the laws of the State of Florida. Submit a copy of the license to the Director of Maintenance. If there is a change in personnel, the license of the certified plumbing contractor shall be provided within 15 days of the change. Notification of such change shall be in writing to the Director of Maintenance.

3.0 Responsibilities

3.1 Six months after the date of the Notice to Proceed or Notice of Contract renewal, and at six months intervals thereafter, perform an operation and maintenance inspection at all sites consisting of, but not limited to:

- a. Inspect plumbing fixtures and trim for damage and leaks.
- b. Check condition of insulating "jacket" on all water heaters. Provide and install jackets on water heaters that do not have them. Check water heater insulation for sign of wetness indicating a corroded tank.
- c. Check all valves for proper operation. Replace batteries as needed where applicable for proper valve operation.
- d. Check all visible pipe joints and connections.
- e. Check pipe hangers for stability.
- f. Check all fire hydrants and provide flow test results to the Director of Maintenance. Repaint hydrant if required due to flow results.
- g. Inspect floor drains. Fill traps with water.
- h. Check flashing for leaks.
- i. Check under counter instant-hot water heaters.
- j. Check temperature settings of water heaters.
- k. Check pressure settings of water heater relief valves.
- l. Check supports, frames and cradles.

- m. Check all controls and regulators for proper operation.
- n. Check drain valves or plugs. Verify that discharge from all drain valves is visible.
- o. Check and test backflow preventers as often as required by local government agency having jurisdiction.
- p. Check all sump pumps in tunnels and ramp plazas.
- q. Check all wells, pumps, tanks and water treatment systems.

3.2 Service and Repairs

- 3.2.1 Provide service calls, including emergency service to diagnose problems and make repairs, adjustments, replacements and pumping out tanks, as necessary to keep the plumbing systems in a good operating condition.
- 3.2.2 Repair response time (the time taken to arrive at the site after notification) shall be no more than 2 hours regardless of the day or time of the notification.
- 3.2.3 All subcontractor personnel shall be escorted by approved Contractor personnel.

3.3 Reports

- 3.3.1 After completion of each preventive maintenance/inspection service, submit a report (pdf format) to the Director of Maintenance. The report shall list each location and show the following information:
 - a. Overall status of the plumbing sites, equipment, and components.
 - b. Specific recommendations concerning equipment/parts replacement or changes, if any, which should be considered to reduce the overall operating costs and/or to improve the performance.
 - c. Reports shall be provided to the Director of Maintenance no later than 30 days after the inspection and repairs. Failure to provide completed reports for all systems indicates non-performance of this portion of the maintenance contract.
- 3.3.2 Attach the report to the monthly invoice. Submit a sample report to the Director of Maintenance for approval prior to the initial payment for approval.

3.4 Potable Water Well, Hydro-Pneumatic Tank and Chlorination Systems: SR 417/John Young Main Plaza; S.R. 528/Dallas Main Plaza

END OF ATTACHMENT 6

Attachment 7

ROOFS

1.0 Description

Perform inspection, cleaning and repair of various roof systems. Provide other preventive maintenance necessary to maintain existing warranties and comply with warranty requirements. The Authority will provide copies of all current warranties. The roofs at the two E-PASS Service Centers are not included in this work. The previous headquarters building at 525 South Magnolia Avenue is included. (See Addendum No. 1 for amended language.)

2.0 Contractor Qualifications

Personnel performing the work shall be licensed by the State of Florida Construction Industry Licensing Board as a Roofing Contractor and shall meet all the requirements as specified in the Soprema roof warranty.

3.0 Responsibilities:

3.1 Perform the work according to applicable building code. Repairs shall comply with the requirements of the roof manufacturer or best practices of the National Roofing Contractors Association (NRCA). It shall be the Contractor's responsibility to perform all work in agreement with the Soprema roof warranty requirements.

3.2 Roof Inspection and Cleaning:

3.2.1 Within sixty (60) days after the Notice to Proceed for the Contract and every 6 months thereafter, conduct an inspection and clean roofs and drains (including repair or refill of pitch pans). Inspection and cleaning shall be bi-monthly for the Headquarters Building. All drains and scuppers shall be checked to verify they are not plugged and are free-flowing. Inspection and cleaning shall be completed within thirty (30) days after beginning work. Furnish all materials and supplies necessary to perform the inspection and cleaning as specified herein. A list of required repairs shall be prepared and included in the report specified below.

3.2.2 Roof Membrane and Base Flashing: All roofing and flashing surfaces shall be carefully checked for any abnormal conditions such as:

- a. Any signs of stress, for example wrinkles, blisters, etc.
- b. Evidence of mechanical abuse such as punctures, slits or cuts.
- c. Evidence of damage caused by chemical attack or other adverse

- reaction to substances discharged on the roof.
- d. Unusual wear due to excessive foot traffic.
- e. Mold

3.2.3 Metal Components and Roof Accessories

- a. Gravel Stops: Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Note if the membrane appears to be stressed. Inspect metal/membrane bond for voids or possible points of water infiltration.
- b. Vent Pipes: Check metal for any deterioration. If used, verify that clamping rings are tight, sealant bead sheds water and is sealed tight to pipe. If applicable, check membrane flashing wrap for stresses, voids, etc.
- c. Counter Flashing: Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Determine if surface mounted counter flashing securement is adequate to create a continuous compression seal for the caulking bead. Examine metal coping securement onto the continuous clip for resistance to wind. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration.
- d. Walls: Determine if additional water repellent or sealant is needed to maintain water tightness on masonry and stucco walls.
- e. Roof Top Equipment: Inspect HVAC units, duct work or other curb types for evidence of rusting, wind deformation and joint integrity. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Verify that piping secured to a base or metal flange (dunnage) has protection material under the blocking.
- f. Pitch Pans: Inspect the condition of the metal for evidence of rusting, wind deformation and joint integrity. Inspect bond of the filler onto the penetration being flashed and determine the water tightness. Verify that pan is filled with filler as originally installed so as to create a positive slope away from the penetration.
- g. Drains: Verify that all drains and scuppers are not clogged. Check all drain bolts for tightness. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Clean debris from around strainers and secure drain strainers.

- 3.2.4 The Contractor shall immediately notify the Authority's Manager of Maintenance if any defects or leaks are discovered. If leaks are discovered, the Contractor shall provide a temporary patch using compatible Soprema or BUR patching materials until further instructed by the Manager of Maintenance.

3.2.5 Inspect and clean the roof at the Authority's headquarters building and at the McCoy Road Maintenance Yard on a bi-monthly basis.

3.3 Repairs:

3.3.1 Provide roof system repairs on an as-needed basis as determined by the Manager of Maintenance.

3.3.2 Remove the failed portions of the existing roofing systems down to the deck, if necessary, in the area of the repair. The roof system repair shall include: removal of the failed portion of the roof system, replacement of components and installation of a repair section of the same type of roof system as found. Replacement of flashing, pitch boxes (pans), metal, and other related work shall match the existing installation. Vapor barrier, if necessary, shall be installed per manufacturer's recommendations.

3.3.3 Only Soprema authorized contractors can make permanent service splices on Soprema warranted roof systems. All repairs and modifications to the roof shall have been approved by Soprema.

3.3.4 Emergency repairs resulting from extreme weather conditions shall be performed as soon as it is determined to be safe after the weather event. Repairs shall be made in conformance with these specifications. The Contractor shall notify the Manager of Maintenance prior to beginning any repairs.

3.5 Unscheduled Inspections

In addition to the scheduled roof inspections, perform unscheduled inspections as directed by the Manager of Maintenance. In general, such unscheduled inspections will be performed after any severe winds or storms or after any structural damage to a building. Requirements for unscheduled inspections shall be the same as for scheduled inspections.

3.6 Diagnostic Evaluation of Roof Condition

Perform a non-routine site visit, as directed by the Manager of Maintenance, for the purpose of identifying a particular problem at a facility, diagnosing the problem, and preparing and submitting a written report including a recommendation for repairs.

3.7 Independent Roof Inspection

Within six months of the notice to proceed, and in the fourth year of the Contract, the Contractor shall submit a roof inspection report prepared by an independent firm

qualified to perform inspections of the roof types included in this scope of services. The roof inspection firm shall be a subconsultant to the Contractor and approved by the Authority at the time of contract execution. The report shall conform to the requirements included in Section 4.0 Reports below.

4.0 Reports:

4.1 After completion of each bi-monthly inspection of the headquarters building and each semi-annual inspection of all other facilities, submit a written report to the Authority's Manager of Maintenance. The report shall be in pdf format and include the following information:

4.1.1 The date of the inspection, the inspection crew, the location(s), and any other information that is site specific.

4.1.2 Overall status of the roof and components.

4.1.3 Specific recommendations concerning roof repairs/replacement or changes, if any, which should be considered to reduce the overall maintenance costs. (Note: Work required to perform full roof replacements recommended by the Contractor are not a part of the Contract.)

4.1.4 A photographic record of the inspection. A CD with all the photos (in .pdf format) shall be submitted with the report and shall meet the following requirements:

- a. file size shall be of sufficient quality to clearly print each picture on letter size paper
- b. the file name description shall state the location and direction
- c. the file name shall show the date the photograph was taken

4.1.5 A completed Inspection Form for each roof.

4.2 Attach the report to the monthly invoice.

4.3 Submit a sample report to the Authority for approval at least 15 days prior to the due date for the first report.

END OF ATTACHMENT 7

Attachment 8

ELEVATORS

1.0 Description

Perform inspection, maintenance and repair of elevator equipment located in all mainline toll plazas.

2.0 Responsibilities

- 2.1 Provide qualified, trained, manufacturer certified elevator technicians, mechanics and other required personnel to perform inspection, maintenance and repair of elevator equipment as specified herein.
- 2.2 Inspect, adjust, lubricate, and clean all elevator equipment, component parts, wire ropes, and operations on a monthly basis. Furnish all lubricants and/or hydraulic fluid necessary to maintain the levels recommended by the manufacturer.
- 2.3 As part of the monthly service, perform minor repairs and preventive maintenance for those recurring tasks that may require minor disassembly and removal of available inspection covers for internal inspections, measurements, and adjustments including minor repairs and/or replacement of routine expendable parts, controls, switches, indicator lamps and similar items.
- 2.4 Provide service calls including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary, to keep the equipment in good operating condition.
- 2.5 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification.
- 2.6 Develop and use a Maintenance Log for each unit location. As a minimum, the log shall include columns showing the make and model of the equipment, serial number, location, date of maintenance or service call, start and finish time for service, type of service (routine maintenance or repair request), brief description of work performed, comments, and name of servicing mechanic. All logs are the property of the CFX. Submit a sample form to the Director of Maintenance for approval prior to its use in the field. A paper copy of the log must be kept on site in the elevator equipment room, and available to the CFX at any time.
- 2.7 Provide a copy of the Elevator Logs and the service performed to the Director of Maintenance bi-annually. Failure to provide completed reports for all systems indicates non-performance of this portion of the maintenance contract.

- 2.8 Secure and pay for all required inspections and the annual certification from the State of Florida Bureau of Elevator Inspection for each elevator. Comply with Chapter 399, F.S., as amended, regarding elevator inspections.
- 2.9 Emergency phones are to be programmed to contact the Maintenance Contractor and NOT the elevator company. The Maintenance Contractor shall respond to emergency calls 24 hours a day, 7 days a week. The Maintenance Contractor shall submit the emergency contact information and backup contacts to the Director of Maintenance for approval. The emergency contact information shall be kept up to date at all times, and changes shall be approved by the Director of Maintenance.

END OF ATTACHMENT 8

Attachment 9

PRESSURE CLEANING – TOLL FACILITIES

1.0 Description

- 1.1 Perform pressure cleaning, hand cleaning, chemical cleaning and vacuuming of facilities. Cleaning shall include external masonry, concrete and stucco walls, brick walls, concrete divider islands, stairwells, lane slabs (including tar and asphalt buildup removal) walkways, sidewalks, coin machines, gate arm housing, storage sheds, traffic control light and opticals, the entire toll canopy (including skylights and signs) and its support columns.
- 1.2 Vacuum all ramp plazas once per month and all mainline plazas bi-weekly. Vacuum includes the area within the lanes and around and under the attenuators, parking lots and sidewalks.

2.0 Responsibilities

- 2.1 Provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, exhaust residue, spider webs and egg sacs, mud dauber nests, wasp and bee nests and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed and manual scrubbing may be required in order to attain the desired results. All chemical agents and additives must be approved by CFX prior to beginning any work. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Contractor to the Director of Maintenance prior to use on the project.
- 2.2 Clean toll booths, coin machines, gate arm housing and opticals, red/green traffic lights, all canopy signs and toll booth air conditioner covers. Cleaning methods for these and any other sensitive mechanisms shall be by hand and care shall be taken to ensure that water does not intrude into the sensitive electronics or into the inside of the toll booth. These items shall be protected during all times when water intrusion could occur.
- 2.3 Protect all CFX equipment during the time that cleaning is in progress. The Contractor shall be responsible for any and all damages caused by the Contractor's operations to either CFX property or to the public moving through the facilities.

- 2.4 Do not store any equipment, vehicles or materials at any CFX facility.
- 2.5 Upon completion of each day's work, the Contractor shall ensure that the plaza or facility being cleaned is free from debris caused by the work and remove and dispose of such debris off CFX right-of-way.
- 2.6 All lane cleaning and canopy cleaning work shall be performed between the hours of 10:00 p.m. and 6:00 a.m., unless otherwise approved by the Director of Maintenance. Adequate lighting shall be provided by the Contractor. All other cleaning may be performed during daylight hours with the approval of the Toll Plaza Manager and the concurrence of the Director of Maintenance. Roadway features generally will be cleaned during daylight hours. Exceptions may occur.
- 2.7 The Contractor shall comply with the following lane closing requirements:
 - 2.7.1 Main Line Barrier Plaza - Only two (2) lanes in a given direction may be closed at a time.
 - 2.7.2 Ramp Plaza with ACM lane and E-PASS lane – The ACM lane shall be closed and opened as traffic demands.
 - 2.7.3 Ramp Plaza with Single Lane - Closed and reopened as traffic demands.
 - 2.7.4 All lane closures shall be in conformance with CFX's Standard Procedures for Toll Plaza Lane Closures. In the event that lane closures are required to be different from the Standard Procedures, the Contractor shall submit a Maintenance of Traffic plan that meets the Florida Department of Transportation (FDOT) Design Standards (Index 600 Series), latest edition and Part 6 of the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD), latest edition to the Director of Maintenance for approval prior to beginning of any work.
 - 2.7.5 Vehicle and pedestrian safety shall be a priority at all times.
- 2.8 Contractor's equipment shall meet the following minimum requirements:
 - 2.8.1 The cleaning equipment shall be independently powered and capable of attaining sufficient and adequate pressure and temperature to perform a job that meets the desired cleaning results. The equipment must also be designed to apply cleaning agents, approved by CFX, to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.
 - 2.8.2 Mobile work platform capable of reaching a minimum of 18 feet rise above ground level and meeting OSHA standards.

- 2.8.3 Equipment must be capable of removing tar and asphalt build-up on lanes where identified during on-site inspection. Perform this work in such a manner as to avoid any damage to the reflective pavement markers, striping, embedded electronic sensors and expansion joints.
- 2.8.4 Portable lighting equipment, self contained and capable of illuminating the work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations.
- 2.8.5 Vacuum equipment suction system, side brushes, sweeping capacity, collection system, dust control and integral wander hose shall be as manufactured by Applied Sweepers (Model 414RS Green Machine), or approved equal.
- 2.9 Use barrier cones to identify personnel and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes. Placement of barrier cones shall meet FDOT's Design Standards (Index 600 Series), latest edition and Part 6 of the MUTCD, latest edition.
- 2.10 Provide signage and/or barriers which will adequately warn oncoming traffic that lanes are closed for facility cleaning. Signage and/or barriers and their placement shall meet FDOT's Design Standards (Index 600 Series), latest edition and Part 6 of the MUTCD, latest edition.
- 2.11 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to existing grass, plants, shrubs and trees by the Contractor's equipment or personnel. Any plants or foliage damaged by the Contractor shall be replaced with equal or better plantings at no cost to CFX.
- 2.12 Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The Contractor's plan for performing the work shall indicate methods of directing this water into drains at the site. At the completion of the cleaning operation for each individual lane, and prior to opening the lane to vehicle traffic, remove any standing water from the lane, its approach and the exit area.
- 2.13 During the cleaning of multi-lane facilities, provide a method of protecting all vehicles from sprayed water and chemicals/cleaner. Detail this method of protection in the plan for performing the work.
- 2.14 Areas to be cleaned include the following:

- 2.14.1 Lane and Walkways - From the expansion joint at the end of the gatorheads including under impact attenuators as required, to the corresponding expansion joint on the opposite end of the lane.
- 2.14.2 Concrete Island, Surface Area Under Attenuators and Stairways - All concrete islands, surface areas under attenuators and stairways to tunnel doors, where applicable. This task includes gatorheads, barrier walls, and all signs on islands.
- 2.14.3 Toll Booths and Equipment - Booths, coin machines, gate arms housings, red/green traffic lights and opticals.
- 2.14.4 Canopies and Columns - Toll canopies and their supporting columns, including any installed skylights and canopy signs. Skylights shall be cleaned on both sides, top and bottom.
- 2.14.5 Plaza Administration Buildings and Sidewalks - Buildings shall be cleaned from roof edge to ground, including windows and doors. All windows must be free from water spots.
- 2.15 The Director of Maintenance will inspect the cleaning activities of the Contractor and transmit a Toll Plaza Pressure Cleaning Report to the Contractor after each cleaning function at a plaza.
- 2.16 Cleaning Frequencies
 - 2.16.1 Within sixty (60) days after the date of the Notice to Proceed for the Contract, and at three month intervals thereafter, pressure clean all CFX Mainline Toll Plazas. Hand wash toll booths at the mainline plazas immediately after completion of scheduled pressure cleaning.
 - 2.16.2 Within sixty (60) days after the date of the Notice to Proceed for the Contract, and at four month intervals thereafter, pressure clean all ramp plazas.

END OF ATTACHMENT 9

Attachment 9A

PRESSURE CLEANING - BUILDINGS

1.0 Description

- 1.1 Perform pressure cleaning, hand cleaning, chemical cleaning and vacuuming of facilities. Cleaning shall include external masonry, concrete and stucco walls, brick walls, windows, external doors, walkways, sidewalks, outdoor signs, screen walls and storage sheds.
- 1.2 This section is applicable to the CFX Headquarters Building and the former CFX office at 525 South Magnolia Avenue.

2.0 Responsibilities

- 2.1 Provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, spider webs and egg sacs, mud dauber nests, wasp and bee nests and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed and manual scrubbing may be required in order to attain the desired results. All chemical agents and additives must be approved by the Director of Maintenance prior to beginning any work. Care shall be taken not to damage or remove the stucco sealant at the Headquarters building. Should damage occur the Contractor shall reapply the sealant at no cost to CFX. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Contractor to the Director of Maintenance prior to use on the project.
- 2.2 Cleaning methods for any sensitive mechanisms (including, but not limited to air conditioner covers) shall be by hand and care shall be taken to ensure that water does not intrude into the sensitive electronics. These items shall be protected during all times when water intrusion could occur.
- 2.3 Clean all windows and external doors. Extreme care shall be taken to ensure that water does not intrude into the building. All glass surfaces shall be free of streaks and residue.
- 2.4 Protect all CFX equipment during the time that cleaning is in progress. The Contractor shall be responsible for any and all damages caused by the Contractor's operations to either CFX property or to the public moving through the facilities.

- 2.5 Do not store any equipment, vehicles or materials at any CFX facility.
- 2.6 Upon completion of each day's work, the Contractor shall ensure that the facility being cleaned is free from debris caused by the work and remove and dispose of such debris off CFX right-of-way.
- 2.7 Cleaning work shall not be performed during normal working business hours of 8 am to 5 pm weekdays, unless otherwise approved by the Director of Maintenance. Adequate lighting shall be provided by the Contractor for any nighttime work performed.
- 2.8 Contractor's equipment shall meet the following minimum requirements:
 - 2.8.1 The cleaning equipment shall be independently powered and capable of attaining sufficient and adequate pressure and temperature to perform a job that meets the desired cleaning results. The equipment must also be designed to apply cleaning agents, approved by the Director of Maintenance, to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.
 - 2.8.2 Mobile work platform capable of reaching a minimum of 40 feet rise above ground level and meeting OSHA standards.
 - 2.8.3 Portable lighting equipment, self contained and capable of illuminating the work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations.
 - 2.8.4 Vacuum equipment suction system, side brushes, sweeping capacity, collection system, dust control and integral wander hose shall be as manufactured by Applied Sweepers (Model 414RS Green Machine), or approved equal.
- 2.9 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to existing grass, plants, shrubs and trees by the Contractor's equipment or personnel. Any plants or foliage damaged by the Contractor shall be replaced with equal or better plantings at no cost to the CFX.
- 2.10 Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The Contractor's plan for performing the work shall indicate methods of directing this water into drains at the site.

- 2.11 During the cleaning of the facilities, provide a method of protecting parked vehicles and pedestrians from sprayed water and chemicals/cleaner. Detail this method of protection in the plan for performing the work.
- 2.12 Areas to be cleaned include the following:
 - 2.12.1 Buildings - Buildings shall be cleaned from roof edge to ground, including windows and doors.
 - 2.12.2 Sidewalks and Walkways - All sidewalks and concrete walkways in the property along the sides, back and in front of the building, and from edge of property line to property line.
 - 2.12.3 Outdoor Structures and Sheds - Supporting outdoor structures and storage sheds that support the main building.
 - 2.12.4 Outdoor Signs - Outdoor sign with building number and CFX logo.
- 2.13 The Director of Maintenance will inspect the cleaning activities of the Contractor after each cleaning function at a building to verify the work is completed in conformance with these provisions.
- 2.14 Cleaning Frequencies – All facilities within four months after the date of the Notice to Proceed for the Contract. The building at 525 S. Magnolia shall be pressure washed at one year intervals thereafter. The Headquarters Building shall be pressure washed every two years.

END OF ATTACHMENT 9A

Attachment 10

PAVEMENT MARKING AND SIGNING

1.0 Description

- 1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain and repair pavement marking and signing at the mainline and ramp plazas and the Authority's Headquarters building, including all parking lots.
- 1.2 Signing work will be defined as follows: signs mounted to the toll plaza facilities (including rotating drum changeable message signs), 1 post signs (single post), 2 post signs, 3 post signs, and overhead signs. Work on overhead signs will include panels and minor repair work only, including welding of structures, and does not include installation or replacement of overhead sign supports. The Contract also includes all signs at the Headquarters building.
- 1.3 Work also includes all signs and sign lights including, but not limited to, changeable messages signs.

2.0 Contractor Responsibilities

- 2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon issuance of a work order by the Manager of Maintenance. In general, emergency response work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew.
- 2.2 Schedule routine single post and overhead sign work so as to be completed within 7 calendar days after notification. Complete routine 2 post and 3 post sign work within 14 calendar days after notification. Completion of routine work shall not be affected by performance of emergency response work.
- 2.3 The Authority will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or industry standard based on the item(s) being manufactured.
- 2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day (excluding Sundays and legal holidays) after notification. Completion of pavement marking work shall not be affected by the performance of emergency response or routine work for signing work.

- 2.5 As part of the daily service, inspect the signing, straighten all leaning or misaligned signs and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items. Make a list of all signs that require replacement, and provide a copy of the list to the Manager of Maintenance. Repair/replace signing as approved by the Manager of Maintenance.
- 2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Any damage to existing utilities or highway lighting shall be repaired at the Contractor's expense.
- 2.7 Equipment must be approved by the Manager of Maintenance before being placed in service. Safety devices shall be properly maintained at all times the equipment is in use. If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.
- 2.8 Submit to the Authority, upon request, shop drawings showing proportional dimensions of sign legend before fabrication. These requests will generally be limited to overlays and new non-standard signs.
- 2.9 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification.
- 2.10 Install striping and pavement symbols (e.g. handicap and pedestrian crosswalk symbols) in lanes and parking lots during the first, third and fifth year of the Contract and any renewal periods.

3.0 Design Criteria

- 3.1 The Authority's Guidelines for Design and Preparation of Signing and Pavement Marking Plans, latest edition and the applicable Florida Department of Transportation (FDOT) Design Standards, latest edition, are made a part of the Contract and are hereby incorporated by reference as if fully set forth herein.
- 3.2 Special Materials Information
 - 3.2.1 Reflective Traffic Striping and Markings - Stamark Series A 380I Pliant Polymer Marking Tape.
 - 3.2.2 Special Flexible Delineators - Flexstake 48" low profile surface mount, or Authority approved equal, in yellow or white as required.

3.3 Color Matching Bolts/Rivets/Screws on All New Sign Faces

The Contractor shall patch all countersunk screws on all new sign faces (ground mount or overhead) with sheeting material matching the sign face type and color. The patch material shall be oriented in the same direction as the sign face material and shall be of sufficient diameter to secure the patch to the sign face around the bolt or rivet. Rivets for overlays and demounts shall be painted with color to match background sheeting.

3.4 Sign Installations

In addition to the requirements of FDOT's Standard Specifications for Road and Bridge Construction Section 700, installation and handling of all signs shall conform to the "Reflectorized Sign Installation and Handling Guide" prepared by the 3M Traffic Control Materials Division. A copy of these guidelines will be furnished to the Contractor with the Notice to Proceed.

3.5 Sign Sheeting Replacement Obligations

The Contractor shall supply to the Authority the sign sheeting manufacturer's performance warranty to meet the following conditions:

3.5.1 3M High Intensity Grade Reflective Sheeting (or Approved Equal)

- a. During the first seven years, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness.
- b. For the seventh through tenth years, the sheeting manufacturer shall replace the sheeting required to restore the sign surface to its original effectiveness.

(See Addendum No. 1 for replacement language for this subarticle.)

3.5.2 Diamond Grade Sheeting (or Approved Equal)

- a. During the first five years, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness.
- b. For the fifth through the seventh years, the sheeting manufacturer shall replace the sheeting required to restore the sign surface to its original effectiveness.

3.5.3 The Authority has approved the use of the ATSM EC Film #1170 for all purple applications on signing, i.e. the E-PASS logo and Authority logo.

3.6 Revisions to FDOT Design Standards 11200 and 11300

On FDOT Design Standard Index Drawing Nos. 11200 and 11300 make the following revisions:

3.6.1. Delete the following note on each drawing:

“Note: If the sign panels are deeper than 10’-0”, a horizontal panel splice is allowed at an interior Z bar support, shop drawings shall be required. Minimum panel section width = 2’-6”.”

3.6.2. Insert the following new note on each drawing:

“Horizontal splices shall be allowed in panel fabrication when necessary, as determined by the fabricator, with the following constraints:

- a. No more than one horizontal splice per panel shall be allowed.
- b. The horizontal splice shall be at the centerline of an interior wind beam (Z-bar). The interior wind beam size, spacing and connections shall be per the appropriate FDOT indices.
- c. The minimum depth allowed for any horizontal panel section shall be 2’-6”.
- d. The horizontal splice shall be located between lines of copy on the panel face.”

3.7 Ground Mount Signs – Attachment Details

All ground mount signs, except when otherwise directed by the Manager of Maintenance, shall use 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or Authority approved equal in combination with mechanical fasteners to fasten the sign panel to wind beams/brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1”) from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Index Nos. 11200 and 11860) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Index Nos. 11200 and 11860 shall remain.

3.7.1. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

- a. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

$$\underline{\hspace{2cm}} \text{ ft.} \times \underline{\hspace{2cm}} \text{ ft.} = \underline{\hspace{2cm}} \text{ ft}^2 \text{ of sign surface area.}$$

length width (a)

- b. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb/ft ²)	
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet
		and plate weights

$$\underline{\hspace{2cm}} \text{ ft}^2 \times \underline{\hspace{2cm}} \text{ lb/ft}^2 = \underline{\hspace{2cm}} \text{ lbs. of static load.}$$

(a) from Table (b)

- c. Square Inches of Tape: Multiply pounds of load (b) by 4 in² of tape per pound to determine amount of tape required to support the load.

$$\underline{\hspace{2cm}} \text{ lbs.} \times 4 \text{ in}^2 / \text{lb.} = \underline{\hspace{2cm}} \text{ in}^2 \text{ of tape.}$$

(b) (c)

- d. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

$$\underline{\hspace{2cm}} \text{ in}^2 \div 12 \text{ in./ft.} = \underline{\hspace{2cm}} \text{ lineal foot of 1-inch wide}$$

(c) (d) tape required to support the weight
of the sign face

- e. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the Manager of Maintenance for review by the manufacturer.

3.7.2 For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 2 ½ inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1 inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1 inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

3.7.3 Installation Procedures

3.7.3.1 Required Surface Preparation for All Applications

- a. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
- b. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water and then wiped with a clean, dry cloth to remove the solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. The Contractor shall follow the solvent manufacturer's directions and precautions for handling the solvent.
- c. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.
- d. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.
- e. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

3.7.3.2 Assembly Steps for Bonding Stiffeners

- a. Determine the amount of tape to be used from the procedures detailed above.

- b. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).
- c. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand held roller or tape applicator.
- d. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.
- e. The sign surface where the stiffener is to be bonded shall be clean and dry.
- f. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

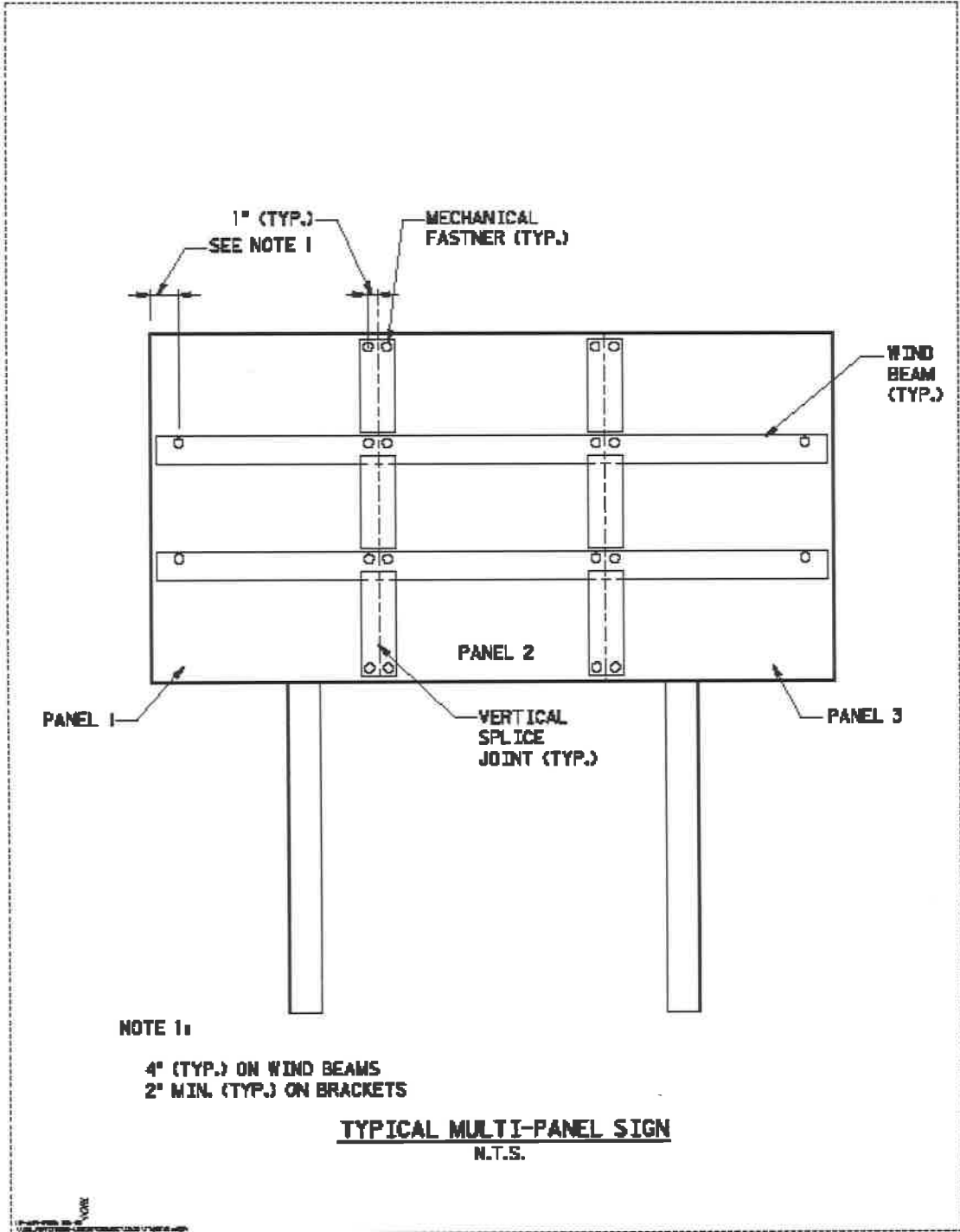
3.7.3.3 Bonding Backing Strips on Multi-Panel Signs

- a. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).
- b. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.
- c. The batten strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.
- d. The release liner shall be removed and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

3.8 Changeable Message Signs (Rotating Drum Signs)

The Contractor shall replenish the following stock as parts are used and return the stock of spare parts to the Authority when the Contract expires:

<u>Item</u>	<u>Quantity</u>
Drive Motor	1
DC Driver Board	1
Magnetic Sensor	1
Drive Coupling	4
PLC Controller	1
Operator Interface	1
Drive Belt	2



END OF ATTACHMENT 10

Attachment 11

WATER TREATMENT FACILITIES

1.0 Description

Operate and maintain the CFX water treatment facilities in a responsible and professional manner, consistent with standard operating procedures, state, federal and local standards, rules and regulations for the protection of the public health and the environment.

2.0 Locations and Test Frequency

The following mainline toll plaza water treatment facilities are Class D, for a non-transient, non-community water system. Testing is required monthly.

SR 528 – Beachline Main Toll Plaza

SR 528 – Dallas Mainline Toll Plaza

3.0 Contractor Responsibilities

Use a certified operator of water plants as defined in Rule Chapter 62-602, Florida Administrative Code (F.A.C.). Duties shall include, but not be limited to, the following:

- 3.1 Perform responsible, efficient and effective on-site management, supervision, operation and maintenance of the water treatment facilities.
- 3.2 Provide the supervisory and operating staff as required to operate and monitor the facilities in compliance with any and all operating permits and any and all applicable state, federal and local laws and regulations.
 - 3.2.1 The Contractor shall provide the names of all personnel to the Director of Maintenance.
 - 3.2.2 The Contractor is expressly prohibited from allowing unlicensed personnel to perform the duties of certified operators. The Contractor shall be liable for the costs of any and all regulatory fines and sanctions incurred by the CFX as a result of violation of this provision.
 - 3.2.3 The duties of employed certified operators shall include, but are not limited to, those set forth in Rule Chapter 62-602/62-699, F.A.C. All operators shall have a Class C license or higher.
 - 3.2.4 Monitoring requirements for water facilities shall include, but not be limited to, those set forth in Rule Chapters 62-550 and 62-555 F.A.C., for Class D

Water Treatment Facilities, and Chapter 64E-8 (HRS Orange County Public Health Unit), or as required in any permit or by any state, federal or local regulatory agency. Comply with all criteria for sampling, sample handling, chain of custody and record keeping and provide the Director of Maintenance with the name, address and certification number of the certified laboratory doing the testing.

3.3 Maintain complete records of operation and maintenance, including, but not limited to, the following:

3.3.1 A separate operations and maintenance log, designated as the Daily Operating Logbook, for each facility, in a location accessible to twenty-four (24) hour inspection, protected from weather damage and current to the last operation and maintenance activity performed.

The log shall be submitted to the Director of Maintenance and/or appropriate regulatory agencies on a monthly basis with the invoice. The log is subject to inspection by the Director of Maintenance, for assessment of quality. The log, at a minimum, shall include: the previous three (3) months of data, identification of the plant; the signature and certification number(s) of the plant operator(s); date and time in and out; each specific operation and maintenance activity performed and the time at which the activity was carried out; the time at which each sample was taken; the results of all tests performed and all repairs made or required. It will be assumed by the Director of Maintenance that activities to be performed by the operator as required by the permit and/or by this specification, that are not recorded in the Daily Operating Logbook, were not done and may result in deductions from payment requests submitted by the Contractor.

Completed logbooks shall be certified complete; the cover shall list the name of the plant; the permit number(s) and the start and end date of the log. The completed log shall be delivered to the Director of Maintenance and will become the property of the CFX.

3.3.2 Chain of Custody shall be shown on reports of samples submitted to laboratories for analysis with copies of the sheets submitted with the monthly operating report(s).

3.3.3 Copies of certified results from all laboratories performing any testing shall be submitted with the monthly operating report(s).

3.4 Maintain with each operating log, a current copy of each operating permit issued by each regulatory agency. Notify the Director of Maintenance of the status of the permits and the due dates for submitting applications for new permits and/or permit

renewals. If a permit is to expire, the Contractor shall notify the Director of Maintenance at least 60 days prior to the expiration date.

- 3.5 Submit in a timely manner, by the due dates specified in the regulations, complete, neat and accurate operating reports (as prescribed in Chapter 64E-8 and Chapters 62-602, 62-550, 62-555, F.A.C.) to state and local regulatory agencies with a copy to the Director of Maintenance.
 - 3.5.1 Report to the Director of Maintenance, the Department of Environmental Protection and any local agency by telephone and e-mail any serious plant breakdown or condition causing or likely to cause inefficient, serious or unsafe treatment plant operation, discharge of water in a manner not authorized by the permit or any major interruption in service as soon as possible, but no later than twenty-four (24) hours following the discovery of such a condition. A written report on any such incident summarizing the cause for the incident, the steps taken to correct the problem, the steps taken to mitigate the effects of the problem, and the steps taken to prevent the incident from happening again shall be completed and submitted to each of the above within ten (10) days following the incident.
- 3.6 Properly secure the treatment facilities within the limits of the existing security devices provided. If the existing devices are lacking or inadequate, request that existing security devices be improved. Properly maintain any improvements to security provided. Properly secure all gates with a key-like locking system. Six (6) copies of the key shall be provided to the Director of Maintenance.
- 3.7 Meet with the Director of Maintenance quarterly to review plant operations.
- 3.8 Comply with all State of Florida, and federal and local regulations, rules and orders, as they pertain to the operation, safety and security of the facilities. Should the Contractor fail to make needed repairs, and this failure results in a violation of the operating permit(s) or mechanical or electrical failures, the Contractor shall be liable for any and all regulatory fines and sanctions and/or equipment repair costs that may result.
- 3.9 Provide any and all such safety equipment as necessary for the plant operator(s) on site for the routine and special work accomplished such as sampling and testing of water and carrying out minor repairs.
- 3.10 Provide all tools, fuels, parts, cleaning materials and equipment, chemicals, lubricants, test equipment, sample containers, sampling equipment, laboratory analyses and any and all items and services necessary to operate and maintain the facilities in a safe, efficient and effective manner. This provision specifically includes the following:

- 3.10.1 Chlorine for proper operation of the water treatment facilities.
- 3.10.2 Services, by qualified technicians, to calibrate or perform scheduled maintenance on special equipment, including all chlorination equipment. This equipment shall be serviced quarterly and certified as being functional, safe and accurate. The costs for minor repairs or parts required will be included as a part of the service. Certifications obtained shall be submitted with the Contractor's invoice, at the end of each quarter.
- 3.10.3 All monthly, quarterly and annual laboratory analyses required by regulatory agencies having jurisdiction. The Contractor shall be responsible for the performance or non-performance of all subcontractors used in providing services under this agreement.
- 3.11 Promptly notify the Director of Maintenance of any violation of any permit or regulation, the cause of the violation and the steps taken to correct the problem.
- 3.12 Routine Maintenance of Facilities and Equipment: Maintain the facilities and equipment in a clean and serviceable condition, operating or capable of operating continuously, free of odors and/or other nuisances, health and/or safety hazards.
 - 3.12.1 Routine maintenance of facilities shall include, but not be limited to, tank and equipment cleanup, maintenance of grounds including, but not limited to, the immediate area of all tanks and equipment, and removal and proper disposal of occasional trash.
 - 3.12.2 Routine maintenance of equipment shall include equipment checks, equipment troubleshooting and adjustment, painting and preservation of equipment and panels, sealing of control panels, lubrication of pumps, motors and other wear points.
- 3.13 Repair or Replacement of Equipment: Repair or replace equipment to keep the treatment facilities operating as permitted. Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours, regardless of the day or time of the notification for critical repairs.
- 3.14 The Contractor shall provide an alternate drinking water supply and temporary portable restroom facilities while repairs are being made.

4.0 CFX Responsibilities

The Director of Maintenance will notify the Contractor of any changes in the above permit information within twenty-four (24) hours and follow with written notice of such changes

within five (5) working days. Such notice shall become part of the Contract, until further changes are made, in the same manner.

END OF ATTACHMENT 11

Attachment 12

WASTEWATER FACILITIES

1.0 Description

Operate and maintain CFX wastewater facilities in a responsible and professional manner, consistent with standard operating procedures, state, federal and local standards, rules and regulations for the protection of the public health and the environment.

2.0 Pumping of Septic Tanks and Cleaning Drainfields

- 2.1 Inspect all Septic Tanks and Drainfields annually for any damage from vehicle traffic, clogging by roots, or flooding by groundwater, soil conditions surrounding the facility and any other possible issues.
- 2.2 Septic Tanks shall be pumped out six months after the date of the Notice to Proceed or Notice of Contract renewal and the appropriate number of years thereafter as noted in Section 2.7 below.
- 2.3 Furnish all labor, material, equipment and incidentals necessary to provide emergency sewage removal as required.
- 2.4 Assure that the disposal services and ultimate disposal meet all applicable state, federal and local regulations and pay all disposal and permit fees.
- 2.5 Use tank truck with vacuum tank system capable of removing all liquids, floating solids and sludge from the tanks. Pressure clean all entrance and exit lines from tanks. The tank truck shall be equipped with a device capable of indicating the actual quantity (gallons) pumped out.
- 2.6 Perform cleaning, maintenance and replacement of drainfields as needed including removal of tree roots and other blockage, and sludge, etc.
- 2.7 Septic Tank Sizes and Locations

Septic tanks shall be pumped at the intervals shown below.

900 Gallon Tanks (Every 3 years)

S.R. 408/Pine Hills North Building

S.R. 528/Dallas Main Plaza South Building

S.R. 429/Independence Main Plaza Southbound (West) Building

S.R. 429/Independence Main Plaza Northbound (East) Building

S.R. 429/Forest Lake Main Plaza Northbound (East) Building

1,050 Gallon Tank (Every 2 years)

S.R. 429/Forest Lake Main Plaza West Building

1,200 Gallon Tank (Every 2 Years)

S.R. 528/Dallas Main Plaza Westbound (North) Building

1,500 Gallon Tanks (Every 2 Years)

S.R. 408/Hiawasse Road Main Plaza

S.R. 408/Dean Main Plaza

S.R. 417/Curry Ford Road Main Plaza

S.R. 417/John Young Parkway Main Plaza

S.R. 417/Boggy Creek Road Main Plaza

S.R. 528/Beachline Main Plaza

3.0 Lift stations/Grinder pumps

- 3.1 Inspect all lift stations, grinder pumps, controls, and valves annually for any indication of damage from vehicle traffic, clogging, or flooding by groundwater, soil conditions surrounding the facility and any other possible issues.
- 3.2 Furnish all labor, material, equipment and incidentals necessary to provide emergency sewage removal as required.
- 3.3 In the event a wet well is required to be pumped out, assure that the disposal services and ultimate disposal meet all applicable state, federal and local regulations and pay all disposal and permit fees.
- 3.4 Use tank truck with vacuum tank system capable of removing all liquids, floating solids and sludge from the tanks. Pressure clean all entrance and exit lines from tanks. The tank truck shall be equipped with a device capable of indicating the actual quantity (gallons) pumped out.
- 3.5 Lift Stations to Sanitary Sewer Locations

S.R. 408/Pine Hills Main Plaza Eastbound (South) Building

S.R. 414/Coral Hills Main Plaza Eastbound (South) Building

S.R. 414/Coral Hills Main Plaza Westbound (North) Building

4.0 Contractor Responsibilities

4.1 Submit to the Director of Maintenance:

- 4.1.1 Certificate of Registration from the State of Florida Department of Health and Rehabilitate Services authorizing removal and disposal of sewage in counties in which the work will be performed.
- 4.1.2 Certificate(s) from the State of Florida Department of Environmental Regulation (FDER) that the Contractor's disposal site(s) have been approved by the FDER.
- 4.1.3 Copy of the license from the State of Florida as a State Certified Septic System Contractor or Plumbing Contractor.
- 4.1.4 A copy of Pollution Insurance Certificate.
- 4.1.5 If any of the above mentioned certificates expire during the Contract time, the Contractor shall provide copies of the new ones to the Director of Maintenance at least thirty (30) days prior to expiration.

4.2 Maintenance Log

- 4.2.1 Develop and use a maintenance log for each location. Logs shall be kept at the CFX sites in a place easily accessible by CFX personnel and kept current as to the last repair and/or pumping activity performed. Prepare, maintain and update a duplicate log for each location which shall be kept at the CFX main office. All logs shall become the property of the CFX. The logs at a minimum shall include the following:
 - a. Date and time in and out for each Contractor activity, repair and/or pumping performed.
 - b. Brief description of work completed, and name of servicing person.
 - c. Reports shall be provided to the Director of Maintenance no later than 30 days after the inspection and repairs. Failure to provide completed reports for all systems indicates non-performance of this portion of the maintenance contract.
- 4.2.2 Submit a sample log form to the Director of Maintenance for approval prior to its use in the site.

- 4.3 Report to the Director of Maintenance by telephone and e-mail any serious condition causing or likely to cause inefficient, serious or unsafe discharge of wastewater in a manner not intended or any major interruption in service as soon as possible, but no later than twenty-four (24) hours following the discovery of such a condition. A written report on any such incident summarizing the cause for the incident, the steps taken to correct the problem, the steps taken to mitigate the effects of the problem, and the steps taken to prevent the incident from happening again shall be completed and submitted to each of the above within ten (10) days following the incident.
- 4.4 Provide all tools, fuels, parts, materials and equipment, chemicals, lubricants and any and all items and services necessary to operate and maintain the facilities in a safe, efficient and effective manner.
- 4.5 Maintain the facilities and equipment in a clean and serviceable condition, operating or capable of operating continuously, free of odors and/or other nuisances, health and/or safety hazards.
- 4.6 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification for critical repairs.

END ATTACHMENT 12

Attachment 13

MISCELLANEOUS BUILDING REPAIRS

1.0 Description

Furnish all labor, materials, equipment, and tools necessary to make miscellaneous repairs to buildings included in the Scope of Services. Use only experienced personnel to perform the required repairs. Repairs include but are not necessarily limited to: wall patching, painting and wall paper replacement; installing bulletin boards and pictures; door repair and painting; ceiling tile replacement; cabinet and woodwork repair; formica repair/replacement; hardware repair/replacement; floor tile, linoleum, epoxy and carpet replacement; decorative trim, bumper guards and baseboard repair or replacement; stair tread repair or replacement; hand and safety railing repair or replacement; shelf repair and installation; interior and exterior glazing repair and or replacement. Perform minor repairs to the pre-fabricated stainless steel toll booths including: glass, doors, graphics, dents and scrapes that may be caused by vehicles.

2.0 Contractor Responsibilities

- 2.1 The Contractor shall perform the miscellaneous building repairs as directed by the Director of Maintenance.
- 2.2 In the event of a broken exterior window the Contractor shall respond within 2 hours of notification with adequate materials and equipment to secure the opening. The Contractor shall submit a schedule for completion of the repairs to the Director of Maintenance for approval. Repairs shall be completed in conformance with the approved schedule.
- 2.3 All repairs shall be accomplished using identical materials to the original materials. Repairs shall match the surrounding colors to the satisfaction of the Director of Maintenance.
- 2.4 Submit two (2) copies of repair reports to the Director of Maintenance within two days after the repairs are completed. The report shall show the date, time and location of the repairs as well as a list of parts replaced and the name(s) of the Contractor's personnel performing the repairs.
- 2.5 Contractor may use existing spare materials maintained in stock by CFX when available. In the event matching paint, carpet, flooring, etc. is not available the Contractor shall be responsible for obtaining the matching materials.

END OF ATTACHMENT 13

Attachment 14

PAINTING

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to perform painting of CFX facilities as specified. Pressure cleaning required prior to painting and any other prep work shall also be provided.

2.0 Contractor Responsibilities

2.1 Protect the public, toll collection equipment, booths, office equipment, sidewalks, roadway surfaces, lighting, signage, windows, ceramic tile, aluminum frames, handrails, personal property, devices, services, plants, and trees which could be damaged by the cleaning and painting work. Prior to beginning any painting activities, the Contractor shall pressure clean all surfaces and perform minor surface repairs, including concrete patching, that may be required due to the pressure cleaning.

2.2 Properly use and dispose of all paints and chemicals in strict accordance with applicable local, state and federal environmental regulation and indemnify CFX for any liabilities or alleged negligence or violations arising out of the Contractor's handling, use of, and disposal of said paints and chemicals.

2.3 Schedule work to avoid interference with normal daily operations of facilities. Submit a work schedule to the Director of Maintenance for approval prior to beginning work.

2.4 In areas of close proximity to vehicular and/or pedestrian traffic, provide a four mil clear plastic screen to isolate the work area. Plastic screen shall be clear of rips or tears and properly attached to prevent windblown sheets and excessive spray and splattering.

3.0 Pressure Cleaning

3.1 The cleaning equipment shall be independently powered, capable of attaining sufficient pressure and temperature to perform a job that meets the desired cleaning results. A biodegradable degreasing agent shall be used to assist in the cleaning operation and be compatible with the paint system or as recommended by the paint manufacturer.

- 3.2 Cleaned areas shall be suitably free from dirt, oil, tar, vehicular exhaust residue, and other accumulated deposits and film as determined by the Director of Maintenance. Cleaning work shall be subject to periodic daily inspections. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be cleaned again by the Contractor at no additional cost to the CFX. The Director of Maintenance will use prudent and reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.
- 3.3 Contain residue water in the work area and direct it to the nearest drain. Place barrier cones with appropriate signage and/or warnings to divert vehicular traffic and pedestrians away from water run-off and work area. Remove all debris resulting from the cleaning.

4.0 Painting

- 4.1 Perform painting and finishing of interior and exterior exposed items and surfaces such as ceilings, walls, floors, miscellaneous metal, doors and frames, equipment and all other work obviously required to be painted unless otherwise specified herein. Omission of minor items in the schedule of work does not mean that such items, where they come within the general intent of the specifications as stated herein, may be excluded.
- 4.2 "Paint" as used herein means all coating systems, materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coat.
- 4.3 Do not paint or paint over the following items:
- a. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - b. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, motor and fan shafts, unless otherwise indicated.
 - c. Aluminum/stainless handrails, windows, louvers and grating unless otherwise indicated.
 - d. Products with polished chrome, aluminum, nickel or stainless steel finish.
 - e. Insulation, packing glands, lubricated bearing surfaces and flexible couplings.
 - f. Plastic switch plates and receptacle plates.
 - g. Signs and nameplates.
 - h. Finish hardware.
 - i. Electrical switches, outlets, boxes, etc.

- 4.4 Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.
- 4.5 The Contractor shall provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits. Use only prime coat and finish coat paints that are compatible.
- 4.6 Use only experienced painters familiar with all aspects of surface preparations and applications required for this project.
- 4.7 Submittals
- 4.7.1 Submit manufacturer's data and samples as indicated below in time to provide adequate review by the Director of Maintenance.
- 4.7.2 Samples of Paint and Painting:
- a. Submit full color chip line for each type of paint specified for color selection by the Director of Maintenance at least two weeks prior to beginning any painting. Compliance with all other requirements is the exclusive responsibility of the Contractor.
 - b. Submit samples of each finish and color for review before any work is started.
 - c. Prepare and submit samples of special finishes, when required by the Director of Maintenance, so that an area of each sample indicates the appearance of the various coats. For example, where three coat work is specified, divide the sample into three areas - one showing the application of one coat only, one showing application of two coats and one showing all three coats. Finish work not matching or meeting the standard of such samples, when approved, will be rejected.
 - d. Resubmit rejected samples until approved.
- 4.8 All paint shall be manufactured by one of the following and shall be their highest grade of paint: Sherwin-Williams, Pratt & Lambert, PPG Industries, Benjamin Moore, Olympic, or Rust-Oleum. Do not use paint containing lead. Use only pure boiled linseed oil. Requests for the use of other paint manufactures and materials other than specified shall be submitted to the Director of Maintenance for approval.

4.9 Delivery, Handling and Storage

- 4.9.1 Deliver all materials to the job site in original, unopened packages and containers bearing the manufacturer's name and label. Deliver only containers carrying manufacturer's label bearing the following information:
 - a. Name or title of material
 - b. Fed. Spec. number, if applicable
 - c. Manufacturer's stock number and color
 - d. Manufacturer's name
 - e. Generic type
 - f. Contents by volume, for major pigment and vehicle constituents
 - g. Application instructions
- 4.9.2 Provide containers clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.
- 4.9.3 Handle and store all containers in such a manner as to prevent damage or loss of labels or containers.
- 4.9.4 Store and mix all painting only in the designated areas. Comply with the requirements of pertinent codes and fire regulations. Provide proper containers outside of the building for painting wastes. Do not use plumbing fixtures for this purpose.
- 4.9.5 Use only clean painters' rags that are completely sterilized. Remove used rags from the buildings every night and take every precaution against spontaneous combustion.
- 4.10 Ensure that emulsion and alkyd paints contain a mildewcide and that both the paint and mildewcide conform to OSHA and Federal requirements.
- 4.11 Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the final field coat over previously painted surfaces shall cause no wrinkling, lifting, or other damage to underlying paint.
- 4.12 The Contractor shall obtain a list of approved Coating Systems products and requirements from the Director of Maintenance for each of the following Class Exposures.

4.12.1 Class 1 Exposures - Interior/Exterior Ferrous Metal New Construction (Gloss Finish/Alkyd Base)

- a. Class 1 Surfaces: Surfaces to be coated include miscellaneous steel shapes and angles; metal doors and door frames including aluminum doors; roof mounted equipment, hatches and ducts; exposed surfaces of electrical panels, conduit, ventilation fans, air conditioning units, duct work.
- b. Surface Preparation: Remove base rust and mill scale and other base contaminants from the surface according to the Steel Structures Painting Council (SSPC) Surface Preparation Specifications No. 2 and No. 3 as applicable to the work. Removal of intact rust or mill scale is not required.

4.12.2 Class 2 Exposures - Exterior Concrete, Stucco, or Brick Repaint (Flat Finish/Latex Base -Gloss or Satin)

- a. Class 2 Surfaces: Surfaces to be coated include existing masonry and concrete surfaces that have been previously painted.
- b. Surface Preparation: Remove loose material and pressure clean surface.
- c. Filler: Apply filler to produce a uniform finish after pressure cleaning.

4.12.3 Class 3 Exposures - Metal (Exterior)

- a. Class 3 Surfaces: Exterior metal surfaces that are exposed to the weather including: Miscellaneous steel shapes, angles, etc.; Metal doors and door frames, including aluminum doors; Roof mounted equipment, hatches and ducts; Exposed surfaces of electric panels, conduit, ventilation fans, A/C units, duct work, etc.
- b. Surface Preparation: Wire brush, sandblast or pickle to remove mill scale and rust. Completely degrease all metal surfaces by solvent cleaning in compliance with SSPC-SP1.

4.12.4 Class 4 Exposures - Metal (Interior)

- a. Class 4 Surfaces: Interior metal surfaces including: Miscellaneous steel shapes, angles, rails, etc.; Metal doors and door frames; Exposed surfaces of electric panels, conduit, ventilation fans, A/C units, duct work, etc.
- b. Surface Preparation: Wire brush, sandblast or pickle to remove mill scale and rust. Completely degrease all metal surfaces by solvent cleaning in compliance with SSPC-SP1.

4.12.5 Class 5 Exposures - Wood (Interior)

- a. Class 5 Surfaces: Interior wood surfaces, including: Shelves; Wood Cabinets; Trim; Wood Doors
- b. Surface Preparation: Sand finish surfaces Surface scrape, clean and seal with a coat of knot sealer all small dry seasoned knots before application of the prime coat. After priming, fill all holes and imperfections in finished surfaces with putty or plastic wood filler.

4.12.6 Class 6 Exposures - Wood (Interior) (Varnish)

- a. Class 6 Surfaces: Interior wood surfaces to be stained or natural finish, including doors and trim.
- b. Surface Preparation: Dry, sand smooth and clean the surfaces to be coated. Pick up all sanding dust with a tack cloth.

4.12.7 Class 7 Exposures - Wood (Exterior)

- a. Class 7 Surfaces: Exterior wood surfaces, including trim.
- b. Surface Preparation: Sand finished surfaces. Surface scrape, clean and give a coat of knot sealer to small dry seasoned knots before application of the prime coat. After priming, fill all holes and imperfections in finished surfaces with putty or plastic wood filter.

4.12.8 Class 8 Exposures - Plaster (Interior):

- a. Class 8 Surfaces: Plaster and drywall surfaces of the walls and ceiling of the building.
- b. Surface Preparation: Fill cracks, voids and other surface imperfections with patching paste

4.12.9 Class 9 Exposures - Existing Masonry and Concrete (Exterior):

- a. Class 9 Surfaces: Existing masonry and concrete surfaces that have been previously painted, including exterior walls, columns and ceilings of existing building.
- b. Surface Preparation: Remove loose material and pressure wash surface until all deleterious material is removed.
- c. Filler: Apply filler to produce a uniform finish after pressure cleaning.

4.12.10 Class 10 Exposures – Concrete Interior Floors

- a. Class 10 Surfaces: Existing concrete floor in the interior of buildings.
 - b. Surface Preparation: Remove loose material and clean surface. Make sure surface is dry.
- 4.13 Hardware, hardware accessories, machine surfaces, plates, lighting fixture and similar items in contact with painted surfaces and not to be painted shall be removed, masked, or otherwise protected prior to surface preparation and painting operations.
- 4.14 Mix and prepare painting materials in strict accordance with manufacturer's recommendations and directions, stirring materials before and during application to maintain a mixture of uniform density.
- 4.15 Apply additional coats, at no cost to the CFX, when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color, and appearance.
- 4.16 Lightly sand surfaces between each succeeding enamel coat.
- 4.17 Application of materials shall be done only on properly prepared surfaces as specified herein, and all painting shall be done only in dry weather. Any surface coating damaged by moisture or rain shall be removed and redone as directed by the Director of Maintenance at no cost to the CFX. In no case shall paint be applied to surfaces which show a moisture content greater than 15 percent.
- 4.18 All completed surfaces will be checked by the Director of Maintenance, and the Contractor shall provide the necessary properly calibrated gauges. All ferrous surfaces shall be checked for film thickness by use of an Elcometer or Micro-Test magnetic dry film gauge properly calibrated. All nonferrous surfaces shall be checked for number of coats and thickness by use of a Tooke gauge. All defects shall be corrected to the satisfaction of the Director of Maintenance.
- 4.19 Keep the premises free from accumulation of debris and rubbish and remove all scaffolding, paint cloths, paint, and brushes from the site when completed. All paint that is brushed, splattered, spilled, or splashed on any surface not specified to be painted shall be removed.
- 4.20 Upon completion of painting work, keep at least one gallon of each type and color of finish paint for touching up. Paint container labels shall be complete with manufacturer's name, generic type, number, color and location where used.

- 4.21 In addition to the aforementioned preparations, remove all dirt, rust, scale, splinters, loose particles, disintegrated paint, grease, oil and other deleterious substances from all surfaces which are to be coated.
- 4.22 Before commencing work, make certain that surfaces to be coated are in acceptable condition. The application of paint will be held as an acceptance of the surfaces and working conditions and the Contractor will be held responsible for the results reasonably expected from the materials and processes specified.

The Contractor shall test stucco and masonry surfaces to insure surfaces are properly dry prior to applying any paint or sealer.

- 4.23 Program the cleaning and painting so contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.
- 4.24 Prepare surfaces of concrete, concrete block, cement plaster and other cementitious surfaces to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.
- 4.25 Clean ferrous substances, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning. Grind and sand smooth all welds, blisters, etc. Fill all pits and dents and correct all imperfections so as to provide a smooth surface for painting.
- 4.26 Use no thinners except those specifically mentioned and only in such quantity as directed by the manufacturer. If thinning is used, apply sufficient additional coats to assure the required dry film thickness is achieved. Use only the manufacturer's recommended thinner or cleanup solvent for all clean-up and apply by brush, spray, airless spray or roller as recommended by the manufacturer for optimum performance and appearance.
- 4.27 Paint surfaces behind moveable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
- 4.28 Paint back sides of access panels and removable or hinged covers to match the exposed surfaces.
- 4.29 Finish exterior doors on tops, bottoms, and side edges the same as the exterior faces, unless otherwise indicated by the Director of Maintenance.
- 4.30 Omit the first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise specified.

4.31 Retouch existing painted surfaces damaged by operations of the Contractor, to conform to the above coating systems and blend in with the new and existing work. Repaint damaged surfaces with not less than 2 coats, and other existing surfaces that are listed with the coating system specified.

5.0 Painting Schedule

5.1 All facilities shall receive touch-up painting immediately following any noticeable damage. Inspect each facility once per month to identify surfaces requiring touch-up painting. All touch-up paint shall match existing.

5.2 Based on a five year contract the numbers correspond to the Contract year.

Painting Schedule				
Plaza Location	Building Interior Contract Year	Building Exterior Contract Year	Toll Plaza Lane Canopy, Columns, Islands and Gatorheads Contract Years	
Dean Road Main Plaza	3	3	3	
Boggy Creek Main Plaza	3	3	3	
John Young Main Plaza	3	3	3	
Boggy Creek Ramp - Off		3	3	
Boggy Creek Ramp - On		3	3	
Goldenrod Main Plaza		3	3	
Bumby Ramp - Off		3	3	
Bumby Ramp - On		3	3	
Beachline Main Plaza	4	4	4	
Conway Ramp - Off		4	4	
Conway Ramp - On		4	4	
OBT Ramp - Off		4	4	
OBT Ramp - On		4	4	
Mills Ramp - Off		4	4	
Forest Lake Main Plaza	4	4	4	
West Road Ramp - Off		4	4	
West Road Ramp - On		4	4	
SR 438 Ramp - Off		4	4	
SR 438 Ramp - On		4	4	
Independence Main Plaza	5	5	5	
New Independence Ramp - Off		5	5	
New Independence Ramp - On		5	5	
Good Homes Ramp - On		5	5	
Good Homes Ramp - Off		5	5	

CR 535 Ramp - On		5	5	
CR 535 Ramp - Off		5	5	
Painting Schedule				
Plaza Location	Building Interior Contract Year	Building Exterior Contract Year	Toll Plaza Lane Canopy, Columns, Islands and Gatorheads Contract Years	
Colonial Ramp - Off		5	5	
Colonial Ramp - On		5	5	
Hiwassee Ramp (SR 408) - Off		5	5	
Hiwassee Ramp (SR 408) - On		5	5	
Curry Ford Rd. Main Plaza	5	5	5	
E-PASS East – Pinar Plaza	5			
Pine Hills Main Plaza	5	5	5	
Rouse Road Ramp - On		5	5	
Narcoossee Ramp - Off		5	5	
Narcoossee Ramp - On		5	5	
Conway WB Main Plaza	5	5	5	
Conway EB Main Plaza	5	5	5	
Dean Road Ramp - Off		5	5	
Dean Road Ramp - On		5	5	
Based on a 5 year contract, the schedule numbers correspond to the contract year.				
1 = 1st Year; 2 = 2nd Year; etc.				

END OF ATTACHMENT 14

Attachment 15

ASPHALT-IN-PLACE REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to perform asphalt repairs, including patching areas that are damaged. The Contractor or subcontractor shall be prequalified by the Florida Department of Transportation (FDOT) to perform milling and asphalt paving operations. Asphalt repairs and milling and resurfacing includes parking lots at all mainline plazas and the headquarters building, and the parking lot access lanes leading from the through roadway lanes at the ramp plazas. Lanes between islands at the toll facilities extend from gatorhead to gatorhead.
- 1.2 Repair response time (the time taken to arrive at the site after notification) for asphalt repairs shall be within two (2) hours regardless of the day or time of the notification.

2.0 Contractor Responsibilities

2.1 Overlaying and Patching

2.1.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Director of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high quality asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

2.1.1.1 Severe depressions:

- a. Establish traffic control per FDOT's Design Standards (Index 600 Series), latest edition and Part 6 of the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- b. Ensure that the area to be repaired is clean, dry and free of any excess material
- c. Apply a light tack coat prior to placing mix.
- d. Place mix and compact in lifts of two inches (2") maximum.

2.1.1.2 Alligator cracking and potholes:

- a. Establish traffic control per FDOT's Design Standards (Index 600 Series), latest edition and Part 6 of the MUTCD, latest edition, as required.
- b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.
- c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Director of Maintenance.
- d. Apply light tack coat.
- e. Place mix and compact in lifts of two inches (2") maximum.

2.1.1.3 Aprons, turnouts and edge widening:

- a. Establish traffic control per FDOT's Design Standards (Index 600 Series), latest edition and Part 6 of the MUTCD, latest edition.
- b. Inspect base for dryness and compaction.
- c. Grading will be the Contractor's responsibility.
- d. Prime or tack base in accordance with instruction from the Director of Maintenance.
- e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular, shall not present a bump or depression and shall provide a smooth ride and transition.

The Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Director of Maintenance.

- 2.2 Perform work in accordance with the following specified sections of the FDOT Standard Specifications, latest edition which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the FDOT-incorporated documents to the FDOT (the "Department") or any FDOT offices or personnel (e.g. "Engineer", "Estimates Engineer", "Project Engineer", "Inspector"), shall be taken to mean the Director of Maintenance.

The following FDOT Standard Specifications sections apply:

- Section 101 Mobilization
- Section 102 Maintenance of Traffic
- Section 105 Contractor Quality Control General Requirements
- Section 320 Hot Bituminous Mixtures - Plant, Methods and Equipment
- Section 327 Milling of Existing Asphalt Pavement
- Section 330 Hot Bituminous Mix - General Construction Requirements

Section 334 Superpave Asphalt Concrete
Section 337 Asphalt Concrete Friction Courses
Section 339 Miscellaneous Asphalt Pavement

In Section 327, Milling of Existing Asphalt Pavement, references to opening of milled areas to traffic are hereby deleted. All milled areas must be resurfaced prior to opening to traffic. Any exception must have the specific approval of the Director of Maintenance.

3.0 Materials

- 3.1 Use only materials conforming to the requirements of the specifications and approved by the Director of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Director of Maintenance for approval prior to using the material on the project.
- 3.2 Unless otherwise specified, construct asphalt pavement with the following limitations:
- a. Surface course material shall generally be compatible with existing pavement in the vicinity of the work.
 - b. The use of reclaimed asphalt shall meet the requirement of Section 334 of the FDOT Standard Specifications.
 - c. Layer thickness for asphaltic concrete structural courses shall comply with FDOT Flexible Pavement Design Manual.
 - d. Friction course material shall not be used for base, leveling or as a structural course.
- 3.3 Random testing of materials may be performed by the Director of Maintenance at any time during their preparation and used to verify compliance with Section 330 of the FDOT Standard Specifications.

END OF ATTACHMENT 15

Attachment 16

CONCRETE REPAIRS AND JOINT SEALING

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on roadways, parking lots, islands, sidewalks, curb and gutters, tunnels and buildings. Patch spalled areas on all concrete surfaces and concrete pavement and perform partial or total replacement of roadway slabs. The limit of concrete repairs and joint sealing is the original concrete slab "foot print" of each plaza. Concrete slabs in the Open Road Tolling lanes is not included. Tunnel repair includes, but is not limited to walls, ceilings and floors.

2.0 Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time work is underway.
- 2.2 When working over a travel lane close that lane to traffic per Florida Department of Transportation (FDOT) Design Standards, Index 600 Series and Part 6 of the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD), latest editions.
- 2.3 Joint Repairs
 - 2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy duty seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.
 - 2.3.2 Accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Saw cut will be allowed.
 - 2.3.3 Restore spalled areas of existing concrete surfaces, using approved methods and materials, before saw cutting the joint.
- 2.4 Joint Repairs on Concrete Pavement:
 - 2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).
 - 2.4.2 Clean joints before applying new material.

- 2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.
- 2.4.4 Joint materials shall be included in the FDOT Qualified Products List).
- 2.5 Repairs to Concrete Surfaces and Joint Repairs on Miscellaneous Concrete:
 - 2.5.1 Remove unsound concrete and reshape area edges to provide a vertical faced wall. Place forms if required.
 - 2.5.2 Patching material shall be on the FDOT Qualified Products List. Place patch material and finish consistent and level with surrounding pavement, deck or other surface. For areas requiring rapid hardening concrete bag mix, the mix shall meet or exceed the performance of Euco-Speed MP as manufactured by Euclid Chemical Co., or SET 45 as manufactured by Master Builders Technologies.
- 2.6 Roadway Concrete Slab Replacement
 - 2.6.1 Remove identified slab totally or partially as required and clean vertical faces of all joint material. Form edge as necessary. Add select material and grade the sub-base for a uniform slab thickness and compact with a plate compactor. Form a new joint as necessary.
 - 2.6.2 Place concrete achieving minimum compressive strength requirements in accordance with Section 353 of the FDOT Standard Specifications, latest edition. Finish and apply curing compound in accordance with Section 350 of the FDOT Standard Specifications, latest edition, and the FDOT Design Standards, latest edition.
 - 2.6.3 All required lane closures shall be in accordance the FDOT Design Standards, latest edition.
- 2.7 Cleaning and Resealing Joints
 - 2.7.1 Remove the existing expansion joint material and furnish and install a backer rod and pourable elastomeric joint sealant in accordance with the requirements of the manufacturer.
 - 2.7.2 The sealant used shall meet or exceed the performance and material requirements of Dow Corning 902 RCS, a two-component, silicone rubber sealant, manufactured by Dow Corning Chemical Corporation, Midland, Michigan 48686-0994.

2.7.3 The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.

- a. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.
- b. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.
- c. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.
- d. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.
- e. Mix the sealant (Dow Corning 902 RCS, or approved equal) in accordance with the manufacturer's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.

2.8 Removal and Disposal of Joint Materials

Expansion joints over water and with neoprene bearings are not typically repaired. Remove and properly dispose of old joint material. Clean the surfaces to allow the unrestricted movement of water through the joint opening.

- 2.9 Collect all debris resulting from the work and remove from the CFX right-of-way.
- 2.10 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to the CFX.
- 2.11 Three months after the date of the Notice to Proceed for the Contract, and at three month intervals thereafter, inspect/repair: lanes, parking lots, sidewalks, walkways, curbs and gutters, tunnels, bollards, columns, concrete barriers and other concrete items at all facilities.
- 2.12 Repair response time (the time taken to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification.

END OF ATTACHMENT 16

Attachment 17

LITTER REMOVAL

1.0 Description

- 1.1 Pickup, remove and dispose of litter and debris from the limits of the facilities. The E-PASS Service Centers are not included in litter removal for this Contract.
 - 1.1.1 The limits of litter removal for the ramp plazas shall be from the immediate toll plaza building perimeter to the right-of-way or the mainline lanes where applicable, including, but not limited to all paved areas, driving lanes, gutters, inlet grates, under guardrail and landscaped areas and extend through the concrete apron for mainline toll plazas and 50' beyond the concrete apron for ramp plazas,
 - 1.1.2 The limits of litter removal for the Headquarters Building shall be from the immediate perimeter of the building (exterior walls, windows and doors) out to the parcel limits and/or adjacent road right-of-way, including, but not limited to all sidewalks, parking lots, landscaped areas and inlet grates.
- 1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.
- 1.3 This specification is end-result oriented. Although the litter activity is expected to be accomplished by manual means, this specification is not intended to be restrictive or limit other techniques that achieve the specified and desired quality.

2.0 Quantity and Frequency of Removal

The CFX expects the facilities included in this scope to be maintained litter free. The number and timing of litter removal shall be in keeping with the Director of Maintenance's expectations.

3.0 Equipment

- 3.1 Equipment used to transport litter from the facilities shall be constructed to preclude distribution or loss of litter along the roadway.
- 3.2 Use amber flashing lights on vehicles and specialized equipment when required in the course of the work. Do not use when traveling to and from a facility site.

3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices or precautions unique to the equipment. Such devices may include but not be limited to amber flashing lights, slow moving vehicle signs, flagged antennas or fluorescent orange flags.

3.4 All equipment shall be painted a uniform color of high visibility.

4.0 Disposal of Litter and Debris

4.1 Remove all litter and debris from the limits of the facilities and dispose of at locations provided by the Contractor. Dispose in accordance with applicable laws and regulations. Storage or stockpiling of litter or debris on the CFX right-of-way will not be permitted.

5.0 Quality of Work

5.1 Completed areas of work shall be free of litter and debris immediately after cleaning. Work shall be subject to periodic daily inspections by the Director of Maintenance. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance to be unacceptable shall be re-cleaned at no cost to the CFX.

5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the times an area is worked on and when it is inspected. The Director of Maintenance's decision as to acceptance or rejection of an area will be final.

END OF ATTACHMENT 17

Attachment 18

CANOPY, PARKING LOT AND SIGN LIGHTING

1.0 Description

Provide all labor, equipment, materials and incidentals to perform canopy, parking lot and sign lighting maintenance for all CFX mainline and ramp toll plazas as well as the Headquarters building as described below.

2.0 Contractor Responsibilities

2.1 Night Inspection of Facilities Lighting

Perform night inspection of the facilities lighting, including parking lot lighting once a month. Identify each outage by pole number on an inspection report form provided by the Director of Maintenance. Submit the inspection report to the Director of Maintenance at the completion of each patrol inspection.

2.2 Maintenance, Repairs and Replacements

2.2.1. When possible, perform maintenance, repairs and replacements at the same time as diagnostic work on a luminaire assembly (including sign lighting). Use certified or licensed qualified personnel for appropriate work. Repair or replace components with identical originally specified components or CFX pre-approved alternate components. (Pre-approved alternatives must be proved in a test situation and authorized by the Director of Maintenance prior to use in the system)

2.2.2. Replace, clean, lubricate or repair any or all other following items:

- a. Hardware such as hinges, latches, fasteners, snaps, cover plates, nuts, bolts, washers and other such small components.
- b. Bird guards
- c. Gaskets and filters
- d. Electrical shorts not requiring replacement of buried cable
- e. Tree trimming to allow servicing of lights
- f. All pole or structure wiring (usually No. 10 wire) from the luminaire to the supply cable connection.
- g. Lamps and LEDs
- h. Ballast and Drivers
- i. Refractors (Glassware)
- j. Photo Cells
- k. Grounding wires and rods

- l. Starter Boards
- m. Fuses, breakers, surge arrestors, timers, relays, switches, protectors, sockets and other such electrical components.
- n. Leveling of fixtures, pole bases, mast arms
- o. Reflectors
- p. Foundations
- q. Transformer bases
- r. Mast arms
- s. Buried cable and conduit between poles

2.2.3. Replace light poles damaged by traffic within five working days from date of notification or fourteen days from when new foundations are poured-in-place.

2.2.4. All damaged poles, mast arms, luminaires and parts thereof shall become the property of the Contractor to be disposed of by the Contractor off the CFX right of way unless otherwise specified.

2.2.5. Reuse of repaired or usable salvaged components, as verified by the Director of Maintenance, will be allowed.

2.3 Reporting and Tagging

2.3.1. The Contractor shall fill out detailed field work performance reports on every location, giving a complete description of work performed, pole number, location and a complete description of problem(s) to be corrected. Before leaving the location, the description of problem(s) to be corrected shall be noted on a tag which shall be attached to the fixture that is in need of additional service. This shall be noted on the Detailed Report.

2.3.2. Submit Detailed Report Forms to the Director of Maintenance. Upon verification of these reports, the Director of Maintenance shall sign and return two copies.

2.3.3. Meet with the Director of Maintenance monthly to discuss any subjects pertinent to this work. Additional meetings may be called by the Director of Maintenance as needed.

2.4 Emergency Repairs

The Contractor shall be responsible at all times, including after normal work hours and weekends, for removal of knocked down poles or mast arms from a travel way, and the repair of the electrical system in such a manner as to prevent electrical shock to CFX personnel, the general public and the Contractor's work force.

Repair response time (the time taken to arrive at the site after notification) shall be within 2 hours of the notification for critical repairs, regardless of day or time of the notification.

3.0 Performance Standards

3.1 Luminaires

- a. Replace luminaire if damaged or missing.
- b. Inspect luminaire for rust or oxidation.
- c. Clean as required.

3.2 Lamps and LEDs

- a. Check all lamps for looseness. If any are loose, remove and inspect the socket.
- b. Lamp shall be H.E Williams, Sylvania, General Electric, Norelco or Westinghouse.
- c. LEDs shall be CFX approved fixtures
- d. If lamp or lamp socket shows any sign of improper operation, check to determine the cause and then correct it.
- e. Visually check all new lamps for defects prior to installation.

3.3 Glassware or Plastic

- a. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.
- b. While glassware or plastic is removed for cleaning, brush bugs from the part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
- c. With a hinged-door fixture, unfasten and hair brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.
- d. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.
- e. When directed by the Director of Maintenance, replace glass refractors with plastic where it is shown to be necessary because of vandalism or discoloration.

3.4 Reflectors

- a. Clean and/or polish the inner surface of reflectors with removable polish, rather than by the use of water.
- b. Replace reflector if reflective qualities are beyond restoring.

- c. Use complete new fixture if reflector cannot be purchased.

3.5 Gaskets and Filters

- a. Clean neoprene or silicon gaskets of foreign material and oxidation and align if necessary.
- b. Spray neoprene or silicon gaskets with a special treatment to stop oxidation and sticking.
- c. Replace all felt or Dacron gaskets with Dacron sutron gaskets of the proper thickness and width to form a perfect seal.
- d. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- e. Replace all non-functioning gaskets.
- f. Check filters and replace where necessary.

3.6 Bird Guards (Where applicable)

- a. Replace missing bird guards.
- b. If bird guards are not available to fit the specifications of the present fixture, design and install new bird guards for that fixture.
- c. Keep bird guards in working condition at all times.

3.7 Hinges and Latches

- a. Repair and lubricate hinges and latches as needed with parts that can be obtained or engineered and applied without removing the fixture.
- b. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

3.8 Fasteners and Snaps

- a. Replace all fixtures which have fasteners or snaps that are obsolete.
- b. Replacements must be approved and authorized by the Director of Maintenance.

3.9 Leveling

- a. Correct all fixtures which are not properly level.
- b. Shim the pole base so the pole will be vertical.
- c. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
- d. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

3.10 Mast Arms

- a. Inspect mast arm for rust or oxidation.
- b. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.
- c. If possible, adjust mast arm that is bent or incorrectly positioned. Replace if beyond repair.
- d. If the mast arm is missing, install a new mast arm of the proper length and shape.

3.11 Photo Cells

- a. Check all photo cells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- b. Replace any photo cell failing to turn on at proper time.
- c. If any photo cell is located on a utility pole, obtain permission from the appropriate agency to climb the pole and check photo cell for continuity.
- d. Some service points may have service supplied and are photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by the CFX are included in this work.

3.12 Sockets

- a. Replace defective photo cell sockets.
- b. Replace lamp sockets which are defective due to high heat or other causes.
- c. Replace defective socket holders.
- d. Correct improper connections.
- e. Replace lamp sockets in the same position to assure proper light distribution.

3.13 Hand Hole Plates

- a. Check all hand hole plates and repair where needed.
- b. Replace all missing hand hole plates.

3.14 Wiring

Perform all wiring consistent with rules established by A.N.S.I. (American National Standards Institute) and all appropriate Electrical Codes.

3.14.1 Luminaires

- a. Perform rewiring, as needed, on the luminaire head on the integral ballast using methods prescribed for wiring in high

heat environments and using materials which will withstand high temperatures.

- b. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install a replacement unit in its place.

3.14.2 Pole Risers

- a. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
- b. When rewiring poles, use #10 THW wire consistent with established color codes.
- c. Maintain lightning protection by connecting all metal components, i.e, luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole.
 - (i) Wooden poles, fiberglass poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
 - (ii) Metal poles may be used as the lightning ground conductor in lieu of the ground wire.
 - (iii) The current carrying neutral wire is not connected to ground at each pole, but only at the distribution panel.

3.14.3. Grounding Wires

- a. Run a #6 AWG bare copper bond wire (counterpoise) in the same trench as the PVC conduit and outside and 3" above this conduit. This bond wire shall connect all ground rods and poles electrically to one another.
- b. Connect poles mounted on structures to a #6 THW, green bond wire run along with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 16-foot ground rod driven into the soil at each end of the structure.
- c. The ground resistance of the connected counterpoise system shall not be greater than 10 ohms at any location.(Use a Ground Testing measuring devices approved for that function such as Fluke, GISCO, Extech, AMEC, etc. with calibration certificate within the past calendar year of tests.).
- d. Any conduit shall contain an insulated bond wire as specified in No. 2 above.

3.14.4 Pole Bases

- a. Use waterproof, pull-apart connectors at all frangible poles.
 - (i) Properly install weatherproof, pull-apart “Y” fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut connectors are not authorized. Components shall be consistent with those provided at installation.
 - (ii) In-line, pull-apart, weatherproof, connectors are authorized provided connections are made with compression sleeves, split bolts or are soldered before being made waterproof.
- b. Twist type weatherproof fuse holders may be used in lieu of pull-apart connectors at any location where the pole need not be frangible, i.e., behind guardrail, behind bridge rail, concrete poles, etc. Connectors shall be approved prior to installation of alternate components and shall be UL Listed for that purpose and waterproof.
- c. Place fuse inserts in the “hot leg” of the pole riser. Place blank conductor inserts (Slug) in the neutral leg of the pole riser. Fuse both legs where there is no neutral conductor.
- d. Place a #6 AWG bare bond wire from the ground rod under the ground lug at the bottom of all metal poles.
- e. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole.
- f. Seal ends of conduit with electrical putty.

3.14.5 Circuit Current Carrying Conductors

- a. Avoid damage to insulation where new conductors are to be pulled into existing duct.
- b. Use lubrication. (environmentally friendly, non-flammable compound approved for the type of wire being pulled.
- c. Use approved pulling aids. (Metal tapes and pull wires are not permitted)
- d. Preferably remove the pole from the foundation so that the wire does not have to be pulled through the hand hole.
- e. Install wire of at least the same size and type as that removed.
- f. Where new conduit and conductors are to be installed, pre-wired duct may be used if pre-approved by the Director of Maintenance.

- g. Install all new underground wiring in duct or conduit. Direct burial is not approved. Mandrel test each conduit after installation.
- h. Lay conduit in trenches with vertical walls at a minimum depth of 36 inches with warning tape at a depth of 18 inches. Devices which plow conduit into the ground will not be approved.

3.14.6 Distribution Boxes

Regardless of location, the distribution box, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and master keyed to all of the other boxes. Furnish an extra padlock key to the Director of Maintenance.

3.14.7 Foundations

Straighten, repair or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.

3.15 Ballast and drivers

- a. Check ballast and drivers and replace defective ones.
- b. Wire ballast as specified under Section 3.14, Wiring.
- c. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

3.16 Fuses

- a. Replace blown fuses with dual element, 600V 10 Amp, type FNQ-R.
- b. Fuses are located as a part of the pull-apart connectors either in the pole hand hole or in the transformer base. Lubricate the pull-apart (Plug and Socket waterproof) connector whenever the fuse is checked.
- c. Replace blown fuses.

3.17 Grounding

3.17.1 Each pole shall be grounded. If not grounded, drive an approved 20 foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Individual Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance is not as low as 25 ohms, use two or more rods connected parallel.

- a. Run a #6 stranded copper wire from the top of the grounding rod (Exothermically Bonded) through the transformer base at a hole located there. (Bore a hole if there is none).
- b. Wrap the copper wire around a bolt on the inside of the transformer base or pole base and connect with a ground lug.

3.18 Transformer Base

- a. Replace missing doors of the transformer base.
- b. Retap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.
- c. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- d. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under Section 3.1.14, Wiring.

3.19 Poles

- a. Replace missing inspection plate or hand hole cover. If bolts are broken off, retap, thread and place in proper position using stainless steel bolts.
- b. If the pole is leaning, shim at the base to return it to proper position. (+/- 1 Degree vertical)
- c. Replace bent pole.
- d. If any portion of the riser wire going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new wire.
- e. Plug conduit coming out of the foundation with electrical putty.
- f. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

3.20 Salvaged Materials

Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall become the property of the Contractor to be disposed of by the Contractor off the CFX right of way.

3.21 Sign Lights and Under Canopy Lights

- a. Keep all drain holes in fixture open and filtered.
- b. Properly treat and seal gaskets each time the fixture is serviced.
- c. Replace defective ballasts with parts similar to those removed.
- d. Any ballast in a location that is difficult to service may be relocated on the structure for easier accessibility.

END OF ATTACHMENT 18

Attachment 19

DRAINAGE SYSTEMS

1.0 Description

Drainage systems include inlets and pipes draining the parking areas at all mainline and ramp plazas. Inlets located within the concrete approach and departure to all plazas, and associated pipes, are also included. Drainage facilities associated with the Open Road Tolling lanes are not included. Perform jet/vacuuming and cleaning of drainage pipes, catch basins, junction boxes, and associated grates; and/or adjust manholes and inlets as directed by the Director of Maintenance. Perform repairs, replace broken frames and grates, reset frame and grate, patch spalled areas and seal cracks in structures.

2.0 Contractor Responsibilities

- 2.1 Comply with the requirements of the Florida Department of Transportation's (FDOT) Design Standards Index 600 Series, latest edition, which are incorporated herein by reference and made a part of this contract as if fully set forth herein.
- 2.2 Clean drainage systems and structures using high pressure, gas powered cleaning unit capable of sustaining 2,000 psi water pressure at 55 gallons per minute capacity. Unit shall be equipped with an evacuating system large enough to handle the quantity of water used to clean the systems and the resulting debris.
- 2.3 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.
- 2.4 Respond to emergency situations as directed by the Director of Maintenance. Response time to a site shall be within two (2) hours of notification. The response team shall include a working supervisor and laborer, a jet/vacuuming truck, and additional equipment necessary to handle the type of emergency described by the Director of Maintenance, including a truck mounted flashing arrow board, enough traffic cones to close a lane on the roadway, and any other necessary items to comply with FDOT standards for lane closures. Jet/vacuuming truck and pumps will be paid for under applicable pay item numbers.
- 2.5 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.
- 2.7 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.

- 2.8 Properly maintain safety devices at all times that equipment is in use. If the Director of Maintenance determines that any equipment is deficient in safety devices, the Contractor shall be notified immediately. Any deficient equipment shall be removed from service until the deficiency is corrected to the satisfaction of the Director of Maintenance.
- 2.9 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to the CFX.
- 2.10 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no additional cost to the CFX. The Director of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.
- 2.11 At the direction of the Director of Maintenance, make necessary miscellaneous repairs to drainage system components. Repairs also include, but are not necessarily limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God.
- Provide drainage system materials that are equal to or better than the materials that were previously used or found in use and with 100% compatibility with existing drainage system.
- 2.12 Repair response time (the time taken to arrive at the site after notification) shall be within two (2) hours regardless of the day or time of the notification.

END OF ATTACHMENT 19

Attachment 20

GROUNDING AND GROUND SYSTEM TESTING

1.0 Description

- 1.1 Test grounding systems and repair and retest out of tolerance grounding systems at all of the toll plazas and the Headquarters Building. Contractor shall test the number of ground rods as directed by the Director of Maintenance representative at each plaza. Typically one third to one half of the ground rods will be tested. Testing and requisite repairs shall be completed at all plazas in the first year of the Contract. If more than 50% of the ground rods tested are out of tolerance, all rods at the facility shall be tested.
- 1.2 Subsequent years testing and repairs shall include testing, repairing and certifying the grounding system at plazas suspected of having out of tolerance grounding systems as directed by the Director of Maintenance.

2.0 Qualifications

- 2.1 Work shall be performed by a licensed electrical contractor. (A contractor certified by the State of Florida, who has satisfied all state or local requirements to be actively engaged in contracting)
- 2.2 Use ground testing measuring devices approved for that function such as Fluke, GISCO, Extech, AMEC, etc. with calibration certificate within the past calendar year of tests.

3.0 Contractor Responsibilities

- 3.1 Perform testing of ground rods at each toll plaza and facility as directed by the Director of Maintenance to determine the resistance of each ground rod. Document, certify correct and provide a report of Ground Resistance Test for the results of all tests performed.
- 3.2 For all ground rods exceeding 25 Ohms, furnish and install 5/8" x 20' copper clad ground rods or ground rod segments as necessary to achieve the grounding requirements until ground resistance of 25 Ohms or less is achieved.
- 3.3 Furnish and install exothermic weld connections, Cadweld by ERICO or CFX approved equal as necessary to achieve the testing requirements.

3.4 Perform testing and provide and certify correct a report of Ground Resistance Test at each plaza grounding system upon completion of installation new ground rod(s).

4.0 Performance Standards

All work shall be governed and installed in compliance with the provisions of the latest editions of the following codes and standards, whichever is the most stringent:

- National Electric Code
- National Electric Safety Code
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Other Applicable Codes required by local jurisdictions

5.0 Reports

Perform tests and repairs, log results, provide and certify correct a report of Ground Resistance Test at each plaza grounding system tested. Provide report and certification to the Director of Maintenance.

6.0 Quality Assurance

Work and materials shall be in accordance with local codes and agencies having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the National Electrical Code, the National Electrical Safety Code, NFPA 780, and the National Electrical Manufacturers Association.

END OF ATTACHMENT 20

Attachment 21

JANITORIAL SERVICES - HEADQUARTERS BUILDING

1.0 Description of Work

The Contractor shall perform janitorial services in such a manner as to ensure the CFX Headquarters Building (Operations and Administration Building) is maintained in an attractive, clean, and sanitary manner. The CFX Headquarters Building is located at 4974 ORL Tower Road, Orlando, Florida. The building is approximately 80,000 square feet.

2.0 General Requirements

- 2.1 The Contractor shall furnish all labor, materials, consumable supplies (including, but not limited to light bulbs, toilet tissue, hand towels, and hand soap), equipment, tools and transportation necessary to perform all stated duties in an efficient and workmanlike manner. The services will be performed between the hours of 6:00 p.m. and 10:00 p.m., Monday through Friday, exclusive of CFX holidays (New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday immediately after; Christmas Day).
- 2.2 The Contractor shall provide one person on site between the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday, exclusive of CFX holidays, to perform miscellaneous cleaning tasks. The assigned person shall have the ability to speak, understand and take written instructions in the English language.
- 2.3 The Contractor shall keep a daily log of all routine maintenance operations performed by its personnel and make it available to the Director of Maintenance upon request.
- 2.4 The Contractor shall submit, upon request by the Director of Maintenance, a list of all materials to be used in providing the cleaning service. The Director of Maintenance may approve or disapprove any product prior to commencement of service.
- 2.5 The floor finish shall be non-staining and shall provide a high degree of non-slip protection.
- 2.6 No cleaners shall be harmful to the surface to which they are applied.
- 2.7 Dust mop treatment materials which leave an oily residue shall not be used.
- 2.8 The Contractor shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.

- 2.9 The Contractor's employees shall wear uniforms with identification name tags at all times while on CFX property.
- 2.10 All Contractor vehicles shall have clear identification of the company it represents.
- 2.11 The work specified on the annual schedule shall be performed on the first visit.
- 2.12 The dumpster shall not be used for disposal of old fluorescent bulbs. The Contractor shall be responsible for proper disposal of bulbs in accordance with environmental regulations.
- 2.13 The janitorial services shall be performed to the satisfaction of the Director of Maintenance, who shall have at all times full opportunity to inspect the materials furnished and the work done under this contract. All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.
- 2.14 Until acceptance by the Director of Maintenance, the results of the maintenance or other work shall be under charge and custody of the Contractor. Damage to any portion of the work occurring before its completion and acceptance shall be rebuilt, repaired and restored by the Contractor without additional compensation. The Director of Maintenance may, at his discretion, reimburse the Contractor for repairs due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor.
- 2.15 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 work. Any damages occurring to such properties caused by the acts or omissions of the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.0 Contractor Responsibilities – Detailed Work Schedule

- 3.1 Daily (inside):
 - a. Clean glass in all entrance doors and adjacent areas, inside and out.
 - b. Shake interior/exterior mats and clean surrounding area.
 - c. Vacuum carpeted areas and spot clean as needed, under and around furniture, shelving, etc.

- d. Dust mop uncarpeted areas with chemically treated mop.
- e. Empty waste baskets, trash receptacles (replace liners where needed); clean outside ashtrays.
- f. Clean and sanitize water fountains.
- g. Clean and sanitize restroom sinks, commodes, urinals, counters, fixtures, mirrors and tile floors and walls. Remove fingerprints as needed. Clean and refill paper tower, toilet tissue, and soap dispensers. Sweep and mop floors.
- h. Clean break room sinks, coffee pots, microwave (inside and outside), and refrigerator (outside only); wipe counters, tables and chairs; empty trash receptacles.
- i. Dust chairs and tables in reception and atrium areas.
- j. Dust all surfaces that do not require moving papers or books (i.e., file cabinets, credenzas, window ledges, etc.).
- k. Clean walls, doorjambs, and light switches of fingerprints, etc., as required.
- l. At the end of each day: clean janitor closet, turn off designated lights; remove trash from buildings and place in dumpster; secure building.
- m. Replace burned out light bulbs.
- n. Remove all shipping boxes, crates, etc., from the building and outside areas and place in dumpster.
- o. Clean and sanitize telephones in break rooms.
- p. Clean outside storage areas/dumpster area as required.
- q. Wash naugahyde, vinyl or plastic covered furniture.
- q. Set up tables and chairs in board room and conference rooms to accommodate meetings. Restore furniture set up after the meeting. Vacuum board room and conference rooms and empty trash receptacles after meetings. Fifteen (15) occurrences shall be included in the Contract. Additional occurrences shall be compensated for actual time and costs.

3.2 Weekly (inside):

- a. Wet mop and wax all non-carpeted floors.
- b. Remove cobwebs from walls, corners and ceilings (including the three storefront areas).
- c. In the restrooms, clean all partitions, clean walls of any splatters and replace air freshener as required.
- d. Clean and sanitize all telephones.
- e. Polish all office furniture, desks, credenzas, shelves, etc. that do not require moving papers or books using high quality furniture polish.

3.3 Bi-Weekly (inside):

- a. Clean inside of all refrigerators in all break rooms.

3.4 Monthly:

- a. Clean window sills and shoe moldings.
- b. Clean air conditioner vents.
- c. Dust picture frames, door frames, mini-blinds, etc.
- d. Vacuum under furniture and in corners.
- e. Dust furniture, desks, chairs (including legs and spreaders), files, business equipment, etc.
- f. Spot clean painted surfaces.
- g. Clean exterior door jambs, frames and transoms in all entrances.
- h. Clean tile walls in bathrooms and Formica partitions.
- i. Clean inside walls.
- j. Clean all window blinds.
- k. Clean light panels in ceilings (except in atrium areas).
- l. Clear and remove all debris, litter, etc. within block wall area around dumpster, generator, air conditioning compressor.

3.5 Quarterly (4 times per year):

- a. Wipe down trash cans.
- b. Dust ceiling vents (except in atrium areas).
- c. Strip, seal and wax tile flooring.
- d. Wash all office windows inside up to a height of 10 feet from the bottom of the window.
- e. Vacuum upholstered furniture.
- f. Clean all floor drains.
- g. Wash painted walls and woodwork.
- h. Clean all surfaces, including beams in the three story entrance/foyer area.

3.6 Annually:

- a. Wash all windows inside and outside.
- b. Wash painted walls and woodwork.
- c. Steam or dry clean carpeting.
- d. Clean vertical blinds.
- e. Clean light panels in ceilings (except in atrium areas).

4.0 CFX Responsibilities

The CFX will provide a secure storage space for the Contractor's equipment and supplies.

END OF ATTACHMENT 21

Attachment 22

JANITORIAL SERVICES FOR E-PASS SERVICE CENTERS

1.0 Description of Work

The Contractor shall perform janitorial services in such a manner as to ensure the CFX Service Centers are maintained in an attractive, clean, and sanitary manner. The Service Centers are located in the Pinar Plaza, 762 South Goldenrod Road and in the Good Homes Shopping Center, 8919 West Colonial Drive.

2.0 General Requirements

- 2.1 The Contractor shall furnish all labor, materials, consumable supplies (including, but not limited to light bulbs, toilet tissue, hand towels, and hand soap), equipment, tools and transportation necessary to perform all stated duties in an efficient and workmanlike manner. The services will be performed between the hours of 6:00 p.m. and 9:00 p.m., Monday through Friday, exclusive of CFX holidays (New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday immediately after; Christmas Day).
- 2.2 The Contractor shall keep a daily log of all routine maintenance operations performed by its personnel and make it available to the Director of Maintenance upon request.
- 2.3 The Contractor shall submit, upon request by the Director of Maintenance, a list of all materials to be used in providing the cleaning service. The Director of Maintenance may approve or disapprove any product prior to commencement of service.
- 2.4 The floor finish shall be non-staining and shall provide a high degree of non-slip protection.
- 2.4 No cleaners shall be harmful to the surface to which they are applied.
- 2.6 Dust mop treatment materials which leave an oily residue shall not be used.
- 2.7 The Contractor shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.
- 2.8 The work specified on the annual schedule shall be performed on the first visit.

- 2.9 The dumpster shall not be used for disposal of old fluorescent bulbs. The Contractor shall be responsible for proper disposal of bulbs in accordance with environmental regulations.
- 2.10 The Contract shall be performed to the satisfaction of the Director of Maintenance, who shall have at all times full opportunity to inspect the materials furnished and the work done under this contract. All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.
- 2.11 Until acceptance by the Director of Maintenance, the results of the maintenance or other work shall be under charge and custody of the Contractor. Damage to any portion of the work occurring before its completion and acceptance shall be rebuilt, repaired and restored by the Contractor without additional compensation. The Director of Maintenance may, at its discretion, reimburse the Contractor for repairs due to unforeseeable causes beyond the control of and without the fault of negligence of the Contractor.
- 2.12 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 work. Any damages occurring to such properties caused by the acts or omissions of the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.
- 3.0 Contractor Responsibilities – Detailed Work Schedule
- 3.1 Daily (inside):
- a. Clean glass in all entrance doors and adjacent areas, inside and out.
 - b. Shake interior/exterior mats and clean surrounding area.
 - c. Vacuum carpeted areas and spot clean as needed, under and around furniture, shelving, etc.
 - d. Dust mop uncarpeted areas with chemically treated mop.
 - e. Empty waste baskets, trash receptacles (replace liners where needed); clean outside ashtrays.
 - f. Clean and sanitize water fountains.

- g. Clean and sanitize restroom sinks, commodes, urinals, counters, fixtures, mirrors and tile floors and walls. Remove fingerprints as needed. Clean and refill paper tower, toilet tissue, and soap dispensers. Sweep and mop floors. Extra cleaning and special cleaning solvents to remove glue used by technicians may be required and shall be provided.
- h. Clean break room sinks, coffee pots, microwave (inside and outside), and refrigerator (outside only); wipe counters, tables and chairs; empty trash receptacles.
- i. Dust chairs and tables in reception areas.
- j. Dust all surfaces that do not require moving papers or books (i.e., file cabinets, credenzas, window ledges, etc.).
- k. Clean walls, doorjambs, and light switches of fingerprints, etc., as required.
- l. At the end of each day: clean janitor closet, turn off designated lights; remove trash from buildings and place in dumpster; secure building.
- m. Replace burned out light bulbs.

3.2 Daily (outside):

- a. Clean outside walkways adjacent to the building.
- b. Pick up trash on sidewalk and parking area adjacent to the building.
- c. Clean windows surrounding entrance lobby.

3.3 Weekly (inside):

- a. Vacuum, wet mop and wax all floors.
- b. Remove cobwebs from walls, corners and ceilings (including the three storefront areas).
- c. In the restrooms, clean all partitions, clean walls of any splatters restock all paper and soap products and replace air freshener as required.
- d. Clean and sanitize all telephones.
- e. Polish all office furniture, desks, credenzas, shelves, etc. that do not require moving papers or books using high quality furniture polish.
- f. Clean windows and wash all countertops.
- g. Clean window sills and shoe moldings.
- h. Clean air conditioner vents.
- i. Dust picture frames, door frames, blinds and chair bottoms.

3.4 Monthly:

- a. Strip and wax all floors.
- b. Clean carpet.
- c. Dust furniture, desks, file cabinets and chairs (including legs and spreaders).
- d. Vacuum under furniture and in corners.

- e. Spot clean painted surfaces.
- f. Clean exterior door jambs, frames and transoms in all entrances.
- g. Clean tile walls in bathrooms and Formica partitions.
- h. Clean inside walls.
- i. Clean all window blinds.
- j. Clean light panels in ceilings.
- k. Clear and remove all debris, litter, etc. within block wall area around dumpster.
- l. Wash all windows inside and out.
- m. Clean outside storage areas.

3.5 Quarterly (4 times per year):

- a. Wipe down trash cans.
- b. Dust ceiling vents.
- c. Vacuum upholstered furniture.
- d. Wash painted walls and woodwork.
- e. Clean picture frames and glass.
- f. Wash plastic or vinyl covered furniture.

4.0 CFX Responsibilities

The CFX will provide a secure storage space for the Contractor's equipment and supplies.

END OF ATTACHMENT 22

Attachment 23

FIRE ALARMS AND EXTINGUISHERS

1.0 Description of Work

Perform inspection, testing and maintenance of fire alarms and portable fire extinguishers at the CFX Headquarters Building and at all mainline and ramp toll plazas. This work also includes the fire sprinkler system at the CFX Headquarters Building.

2.0 Responsibilities

- 2.1 Testing of fire alarm systems, portable fire extinguishers, clean agent systems and fire sprinkler systems shall be performed in accordance with applicable NFPA Standards, OSHA Standards, and local, state and federal codes.
- 2.2 All inspection, testing and maintenance shall be performed by trained personnel and with suitable testing equipment.
- 2.3 The Contractor shall submit a schedule of testing to the Director of Maintenance within 60 days of the NTP. The Contractor shall notify the Director of Maintenance and the appropriate plaza manager at least 48 hours in advance of conducting any testing.
- 2.4 Testing for fire alarms at the CFX Headquarters Building shall be performed outside of normal working hours, between the hours of 6:00 pm and 7:00 am during the week or on weekends and cause the least amount of disturbance to CFX employees.
- 2.5 Portable Fire Extinguishers
 - 2.5.1 All portable fire extinguishers shall be maintained in a fully charged and operable condition
 - 2.5.2 The Contractor shall ensure that any fire extinguisher certificates that are to expire be renewed at least 10 days in advance of the expiration date.
 - 2.5.3 If during the routine inspections, the Contractor finds that portable fire extinguishers are missing or not found at the designated location, the Contractor shall replace the portable fire extinguisher within 24 hours.

- 2.6 Deficiencies found during testing and inspection shall be corrected by the Contractor within 24 hours.
- 2.7 Under no circumstances, except when necessary for testing purposes, is the Contractor allowed to disable fire alarms.
- 2.8 Response time (the time taken to arrive at a site after notification) shall be within two (2) hours regardless of day or time of the notification.
- 2.9 A maintenance log shall be kept at each location and available for review at all times. The log shall include, at a minimum, the date and time of the test(s), location, name of personnel performing the test(s), type(s) of test performed, results of the test(s), and actions taken to correct any deficiencies. The log shall be submitted to the Director of Maintenance on a quarterly basis.

END OF ATTACHMENT 23

Attachment 24
GRAFFITI AND STAIN REMOVAL

1.0 Description

- 1.1 Provide all labor, materials, equipment and incidentals necessary to perform cleaning and/or painting of toll facilities, including beams and columns, concrete barrier walls, buildings, toll booths and other structures to remove graffiti and other unsightly stickers, stains and markings.

2.0 Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2 Clean surfaces as needed to remove graffiti, stickers or other materials including using high pressure, gas powered cleaning unit capable of sustaining 3,000 psi water pressure at 4.5 to 5.0 gallons per minute capacity.
- 2.3 Complete emergency maintenance response for graffiti and stain removal work by the end of the next day (including Saturdays, Sundays and legal holidays) after notification. No extension of the emergency response time will be granted by the Director of Maintenance due to travel distance requirements of the response crew. Completion of routine work shall not be affected by the need to perform emergency work.
- 2.4 Repair the finish after removal of graffiti or other material to the original existing finish as directed by the Director of Maintenance.
- 2.5 Collect all debris resulting from the cleaning process and remove from CFX right-of-way at the end of each workday.
- 2.6 Completed areas of work shall be reasonably free from graffiti and stains after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to CFX.
- 2.7 The Contractor shall provide maintenance of traffic in conformance with CFX requirements at each location where lane closures are in effect. All lane closures shall be coordinated with the respective plaza manager prior to the lane closure.

END OF ATTACHMENT 24

TO: All Potential Proposers of Record
FROM: Robert Johnson, Manager of Procurement
DATE: February 16, 2016
SUBJECT: Facilities Maintenance Services; Contract No. 001150 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original proposal documents dated January 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on page PSR-17 of the Proposal Submittal Requirements. Failure to do so may subject the proposer to disqualification. This Addendum consists of 5 pages.

CHANGES TO THE SCOPE OF SERVICES

1. **Insert** the following new language at the end of subarticle 2.5.4:

“Track and forecast expenditures by Mainline and Ramp Plaza.”

2. **Insert** the following new Article 3.5:

3.5 Subcontractors

“The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the written consent of CFX which may be withheld in CFX’s sole and absolute discretion. A list of approved subcontractors shall be made a part of the Contract.

Subsequent to the execution of the Contract, any additions to the list will require prior approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to the Contract, Article 17, Subletting and Assignment, for additional requirements.”

3. In Article 4.7, Minority and Women Owned Businesses (M/WBE), make the following changes:

- A. **Amend** the first line of the first paragraph to read as follows:

“General: The Contractor is encouraged to continue to meet or demonstrate the 15% participation...”

- B. In the fourth paragraph, **amend** the fifth line to read as follows:
- “...shall be submitted, in writing, to the Director of Maintenance at 4974 ORL Tower...”
- C. **Delete** the language in subarticle 4.7.3 5 (c) 4 (regarding Direct Material Purchase Option) in its entirety.
- D. In subarticle 4.7.4 9, **change** “Project Manager” to “Director of Maintenance”.
- E. In subarticle 5.3.8, **insert** the following new language after the colon at the end of the first paragraph:
- “(i) The Contractor being unable to work at least fifty percent (50%) of the normal work day 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.”
4. In Attachment 3, Emergency Generators, **insert** the following new language at the end of subarticle 3.3.1:
- “Parts replacement or changes shall only be performed upon approval by the Director of Maintenance. Payment will be made from the Work Order Allowance.”
5. In Attachment 7, Roofs, in paragraph 1.0, Description, **amend** the last line to read as follows:
- “...Magnolia Avenue, as well as the CFX office facility located at 7015 McCoy Road, are included.”
6. In Attachment 10, Pavement Marking and Signing, **delete** the language in subarticle 3.5.1 in its entirety and **insert** the following new language in its place:
- “3M Company Diamond Grade Cubed (DG3) Reflective Sheeting (or CFX Approved Equal)
- A. During the first seven years, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness.
- B. During the eighth through twelfth years, the sheeting manufacturer shall, at its expense, furnish the sheeting required to restore the sign surface to its original effectiveness

3M Company Diamond Grade Cubed (DG3) Reflective Fluorescent Sheeting (or CFX Approved Equal)

- A. During the first five years, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness.
- B. During the sixth and seventh years, the sheeting manufacturer shall, at its expense, furnish the sheeting required to restore the sign surface to its original effectiveness.”

CHANGES TO THE METHOD OF COMPENSATION

7. In Article 3.0, Method of Compensation, make the following changes:

- A. **Delete** the second sentence in subarticle 3.1 in its entirety and **insert** the following new language in its place:

“The Contractor shall prepare and submit one (1) original invoice to CFX in a format acceptable to CFX.”

- B. **Insert** the following new language:

“3.3 Proper administration of the Contract may require the Contractor to complete various forms, prepare various documents and reports, and attend various meetings throughout the term of the Contract and renewal period (if any) that may or may not be specifically identified in the Scope of Services or other Contract Documents. The Contractor’s cost to provide project administration including, but not limited to, completion of forms, preparation of documents and reports and attendance at meetings will not be measured separately for payment but will be considered to be included in the Lump Sum price.”

RESPONSES TO QUESTIONS RECEIVED

8. The following questions were received from a potential proposer of record. CFX’s response follows each question.

Q001: Section 3.2.4, Load Tests shall be performed per manufacturer’s recommendations at least once per year. Is this a Load Bank Test with a portable load bank or is this a Building Load Test using the load that the generator already has on it?

R: Load bank test.

Q002: Section 5.1 Oil System (Semi Annual) – Are you requesting to have the oil and oil filters changed 2 times per year?

R: Yes. This a requirement.

Q003: Section 5.2 Cooling system – Are you requiring a coolant test to be sent to a testing facility monthly or is this an onsite Strip Test to check the condition of the coolant?

R: Coolant can be tested using strips. The results shall be entered into the monthly report.

Q004: Section 5.2 Cooling system – If the belts do need to be changed is this an item that can be quoted and billed separately at the time they need to be changed?

R: See Changes to the Scope for Attachment 3, Emergency Generators.

Q005: Section 5.4 Fuel System – If the fuel hoses need to be replaced is this an item that can be quoted and billed separately at the time they need to be changed?

R: See Changes to the Scope for Attachment 3, Emergency Generators.

Q006: Section 5.4 – Service air filters as needed, if air filters need to be replaced can they be quoted and billed separately at the time they need to be changed?

R: See Changes to the Scope for Attachment 3, Emergency Generators.

Q007: Section 5.4 – Clean diesel fuel at the HQ building in years 2 and 4 – Does this pricing need to be included in the cost of the bid or can it be quoted in year 2 and 4?

R: See Changes to the Scope for Attachment 3, Emergency Generators.

Q008. None of the units on your generator list are listed as the HQ generator. Which unit is the HQ unit and do you have the size of the fuel tank?

R: The HQ unit is a CAT with a 2,000 gallon fuel tank.

Q009: Section 5.7 Engine Running – Is the contractor to be on site twice a week at the HQ building and once a week at all other locations or will these engine runs be done by CFX personnel?

R: The Contractor shall perform the inspections once a month at all locations and complete the EPA log at the HQ building. CFX will supply the log and keep it at the HQ building.

Q010: Section 5.8 Ignition System – If the Plugs, Points, Condenser or rotor need to be replaced can these items be quoted at the time they need to be replaced and billed separately?

R: See Changes to the Scope for Attachment 3, Emergency Generators.

Q011: Section 5.10 Testing – Check unit under actual load if permissible. Will this test be done using building load or a portable load bank?

R: It shall be done under building load whenever possible.

Q012: Section 5.11 Testing – Will HQ building testing under full load be done using a Portable Load Bank or Building Load? If building load, Is the generator fully loaded at 100% with building load?

R: The HQ building can be tested using a load test bank. Under building load it does not reach 100%

END OF ADDENDUM NO. 1

TO: All Potential Proposers of Record
FROM: Robert Johnson, Manager of Procurement
DATE: February 24, 2016
SUBJECT: Facilities Maintenance Services; Contract No. 001150 – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original proposal documents dated January 2016, as noted below. Acknowledge receipt of this Addendum in the space provided on page PSR-17 of the Proposal Submittal Requirements. Failure to do so may subject the proposer to disqualification. This Addendum consists of 5 pages.

CHANGES TO THE SCOPE OF SERVICES

1. **Insert** the following new language after the first paragraph in Article 1.1:

“The Contractor shall also perform routine maintenance services including, but not necessarily limited to generators, air conditioners and roofs at the All Electronic Toll (AET) facility at Poinciana Parkway located in Osceola County. This facility is not staffed and has no restroom.”

2. **Delete** the last sentence in subarticle 2.5.3 and **insert** the following new language in its place:

“All pdf submittals shall be put on a cd and shall, at a minimum include:”

3. In Attachment 3, Emergency Generators, **insert** the following new language at the end of Article 4.0, Sample Listing of Typical Generator Sizes and Manufacturers:

“AET Poinciana Parkway (2 generators Kohler) (240 volts, single phase) (500 gallon diesel fuel tank, double wall)”

(Note: A site visit for the Poinciana Parkway facility is being provided only because the facility was added after the scope of services meeting. Because of construction and security limitations, the site will only be available for inspection on March 1, 2016, between 10:00 a.m. and 12:00 noon. Contact Jim Fitzer at 727-224-7652 for directions and/or to confirm a site visit.)

4. In Attachment 3, Emergency Generators, in Article 5.7, **delete** the header language in its entirety and **insert** the following new language in its place:

“Engine Running (Weekly at all facilities - 30 Minute Minimum Run Time)”

RESPONSES TO QUESTIONS RECEIVED

5. The following questions were received from potential proposers of record. CFX’s response follows each question.

Q001: Do you have the kW size for the HQ unit as it is not on the generator inventory list provided in the bid?

R: CAT Model C15, 350 Kw, 490 Volt, 60 Hz, 3 Phase

Q002: What is the Authority's annual fuel consumption for the generators (diesel and gas)?

R: The Contractor is responsible for keeping the tanks at 70% of capacity for LP. Diesel fuel is only for the generator at the Headquarters Building and the new Poinciana Parkway facility. No detailed historical data on usage is available.

Q003: MOT on the roadway is usually required of the roadway asset maintenance contractor. However, it is included in the scope for this contract. Will the Authority please clarify its intent to use MOT provided by the facilities contractor?

R: Any circumstance or situation that may require lane closures at plazas.

Q004: Are the catwalks at the mainline toll plazas required to be painted in conjunction with the painting of mainline toll plaza buildings?

R: Yes.

Q005: Are the toll equipment structures at the mainline toll plazas required to be painted in conjunction with the painting of the mainline toll plazas?

R: Yes.

Q006: When a major piece of equipment such as, HVAC unit(s), generators, etc., has reached its end of life and is no longer practical to repair or maintain, who will make the final decision on its replacement when recommended by contractor?

R: CFX.

Q007: We understand the requirements for the Fire Extinguishers at all facilities. Can you provide an inventory list or system information for the Fire Alarms Systems at the HQ, Mainline plazas and any at the On/Off ramps.

R: This information is not readily available.

Q008: Generator Section 5.7 clearly states that the HQ Building Generator will be exercised with engine run twice per week and all other sites weekly for 30 minutes.

A. Can we anticipate that all generators have an “automatic timer” to initiate the exercises as noted?

B. Is there a specific time of day that the 30 minute exercise run time occur or have to occur?

C. Do all items in 5.7 from 5.7a to 5.7h need to occur at each and every exercise? Typically items “a” though “h” are performed at monthly, quarterly, semi-annual or annual inspections.

R: A. Yes.

B. At the Headquarters Building between 5:30 am and 6:00 am; at all other locations between 10:00 am and 10:30 am.

C. See Changes to the Scope of Services for Attachment 3. Weekly at all locations.

Q009: Can the Authority please provide the current square footages for each facility relative to Power Washing? If not could access to a sampling of sites up to six (6) to allow for actual measurements ensuring accuracy in costing for this work enhancing bid accuracy. This would include Main Line Plazas, On/off Ramps and the HQ Building.

R: Square footage information is not available. Requests for individual site visits are not being accepted. See Article 1.11, Scope of Services Meeting and Site Visit, in the Instructions/Information for Proposers.

Q010: Please provide the current annual contract amount.

R: \$1,172,660.00

Q011: Please provide the current pricing for each of the buildings in the portfolio.

R: Current pricing is not broken down by building.

Q012: Please provide a list of all current subcontractors that your agency has approved to work onsite.

R: K&K Electric Inc.; Falcon Termite & Pest Control; Modern Plumbing Industries; Skyline Elevator; United Fire Protection; Tecta-America Southeast; A-Abra-Key-Dabra Locksmith Services; Maxxwell Lighting Protection of Florida; Central Florida Power Systems; Mid Florida Welding

Q013: Please provide a list of all current MBE/WBE vendors that your agency has approved to work onsite.

R: D&A Window Cleaning Services; South East Business Services; IQuest Concepts

Q014: Since the technical proposal and cost proposal are to be submitted in separately sealed envelopes, please advise if the electronic submission for each should be on separate discs or thumb drives.

R: Separate disks.

Q015: Please provide a list of light bulbs utilized, by site, type and annual number purchased of each. What is the average annual cost for the bulbs?

R: Information is unavailable.

Q016: Up to what height is required for exterior cob web removal?

R: 10 feet.

Q017: Please advise as to what the janitorial staff should do with contents of the refrigerators during the monthly cleaning.

R: Dispose of it properly.

Q018: Please advise as to the height of the three-story entrance foyer and what type of cleaning is expected.

R: 40 feet. Refer to Attachment 21, Janitorial Services – Headquarters Building.

Q019: Please advise if a janitorial employee utilizes their own car to get to the job site, will they be required to display a parking pass? If so, is there an associated cost per pass?

R: Unknown as to how employees get to facilities. If they drive their own vehicles there is no requirement for a parking pass and therefore no charge.

END OF ADDENDUM NO. 2

**CONSENT AGENDA ITEM
#11**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Turtle Infrastructure Partners LLC as a Subcontractor for Infrastructure Corporation of America (ICA) for SR 429/SR 414 Roadway and Bridge Maintenance Services
Contract No. 001152

Board approval of Turtle Infrastructure Partners LLC as a subcontractor to ICA to perform guardrail, fence and sign repairs 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*
Don Budnovich, P.E.
Director of Maintenance

Glenn Pressimone
Glenn Pressimone (Sep 24, 2020 08:59 EDT)
Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Infrastructure Company of America, LLC Date: September 16, 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: Turtle Infrastructure Partners, LLC

Address: 13521 Ponce De Leon Blvd. Brooksville, FL, 34601

Phone No.: 352-544-2723

Federal Employee ID No.: 84-2663349

Description of Services to Be Sublet: Guardrail, Fence, & Sign Repairs

Estimated Beginning Date of Sublet Services: August 25, 2020

Estimated Completion Date of Sublet Services: June 30, 2022

Estimated Value of Sublet Services*: \$250,000.00

*(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)

Title

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

Date: Sep 21, 2020

Approved by: Glenn Pressimone
Glenn Pressimone (Sep 22, 2020 15:00 EDT)

(Signature of Appropriate Services Chief)

Date: Sep 22, 2020

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Volkert, Inc. as a Subconsultant for Kisinger Campo & Associates, Corporation (KCA) for Systemwide Bridge Inspection Services
Contract No. 001527

Board approval of Volkert, Inc. as a subconsultant to KCA to perform underwater bridge inspection 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: *Don Budnovich*
Don Budnovich, P.E.
Director of Maintenance

Glenn Pressimone
Glenn Pressimone (Sep 24, 2020 08:58 EDT)
Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Kisinger Campo & Associates, Corp. Date: September 17, 2020

CFX Contract Name: Systemwide Bridge Inspection Services CFX Contract No.: 001527

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: Volkert, Inc.

Address: 1408 North Westshore Blvd., Suite 600, Tampa, FL 33607

Phone No.: 813-875-1365

Federal Employee ID No.: 63-0247014

Description of Services to Be Sublet: Underwater Bridge Inspection

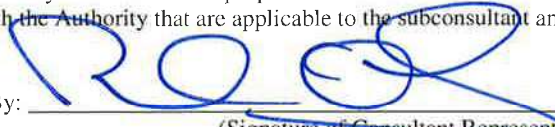
Estimated Beginning Date of Sublet Services: 7/1/2020

Estimated Completion Date of Sublet Services: 7/31/23

Estimated Value of Sublet Services*: \$75,000.00

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

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

Requested By: 
(Signature of Consultant Representative)

Bridge Inspection Manager / Vice President
Title

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

Date: Sep 17, 2020

Approved by: Glenn Pressimone
Glenn Pressimone (Sep 17, 2020 14:52 EDT)
(Signature of Appropriate Chief)

Date: Sep 17, 2020

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#13**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Second Contract Renewal with Chapco Fence LLC for Fence Repair Services along the Poinciana Parkway
Contract No. 001556

Board approval is requested for the second renewal of the referenced contract with Chapco Fence LLC in the amount of \$30,000.00 for one year beginning on April 1, 2021 and ending March 31, 2022. The original contract was for one year with renewal options.

The service to be performed under this renewal includes fencing repairs along the Poinciana Parkway.

Original Contract	\$ 30,000.00
First Renewal	\$ 30,000.00
Second Renewal	\$ 30,000.00
Total	\$ 90,000.00

This contract is included in the OM&A Budget.

Reviewed by: *Don B*
Donald Budnovich, PE
Director of Maintenance

Glenn Pressimone
Glenn Pressimone (Sep 24, 2020 09:01 EDT)
Glenn Pressimone, PE

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001536**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 8th day of October 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Chapco Fence LLC, 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 April 4, 2018, ("Original Agreement") as amended by Contract Renewal Agreement on April 4, 2019.

WHEREAS, CFX and the Contractor entered into that certain Contract Agreement dated April 4, 2019 as amended or supplemented by that certain First Renewal on February 13, 2020 (collectively, the “Initial CFX Contract”), whereby CFX retained the Contractor to perform fencing repairs 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 April 1, 2021 and end on March 31, 2022 (“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 \$30,000.00 (“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.

CHAPCO FENCE LLC

**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. 001536**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of February 2020, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Chapco Fence, LLC., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 4, 2019, whereby CFX retained the Contractor to provide fencing repairs along the Poinciana Parkway as required by CFX.

WHEREAS, pursuant to Article 2.0 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 1st day of April 2020 and ending the 31st day of March 2021 at the cost of \$30,000.00, which increases the amount of the Original Agreement.

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

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

CHAPCO FENCE, LLC

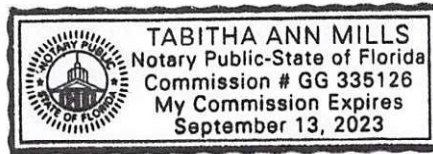
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Jason Juma*
Authorized Signature

BY: *Awilda*
Director of Procurement

Title: *MGR*

ATTEST: *Tabitha Mills* (SEAL)
Secretary or Notary



If Individual, furnish two witness:

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

Legal Approval as to Form

[Signature]
General Counsel for CFX

'20 MAR 4 PM 12:03

**CONTRACT RENEWAL AGREEMENT
FOR FENCING REPAIRS ALONG THE POINCIANA PARKWAY**

CFX CONTRACT NO. 001536

This Agreement is made and entered this 4 day of April 2019, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX", and Chapco Fence, LLC, a Florida corporation, registered and authorized to conduct business in the State of Florida, whose principal address is 4417 13th Street, Suite 513, 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, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide fencing repairs along the Poinciana Parkway; 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 Chapco Fence, LLC, entered on or about April 4, 2018 ("Original Agreement");

WHEREAS, the Original Agreement includes two exhibits: **Exhibit "A"** entitled "Scope of Services" and **Exhibit "B"** entitled "Pricing Schedule," attached hereto as **Composite Exhibit "1"**;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to renew the Original Agreement 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 a first renewal of the Original Agreement with a not-to-exceed amount of Thirty Thousand Dollars (\$30,000), which amount restates the amount of the Original Agreement and is based upon the rates set forth in **Exhibit "B"** to the Original Agreement, subject to the following amendments:

1. Recitals. The recitals are true and incorporated as terms.
2. Adoption of Terms in the Original Agreement. The parties adopt the entire Original Agreement by reference as though set forth fully herein, subject to the following substitutions or

revisions. CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations described in the Original Agreement.

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 1 entitled "TERM" shall be replaced with the following:

The term of this Agreement shall begin on date of execution by CFX and continue through March 31, 2020 and may be extended when in the best interest of the CFX.

2.3 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 ~~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.

2.4 Subsection 12.A under Section 12 entitled "PUBLIC RECORDS" shall be deleted and replaced 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**

2.5 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

2.6 Subsection 33.A under Section 33 entitled "PROJECT MANAGERS" shall be replaced 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;

3. 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).

4. 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."

5. Subcontractors. If, during the term of this Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time this 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), 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.

6. 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.

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

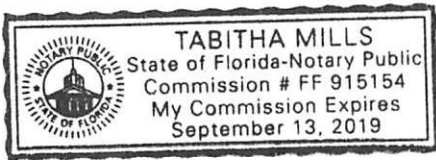
8. Certificate of Completion of Original Agreement. CONTRACTOR states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement, which ending in March 2019, CONTRACTOR shall execute a "Certificate of Completion of the Original Agreement and Acceptance of Final Payment" that waives all future right or claim for additional compensation for services rendered under the Original Agreement ending March 2019.

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

"CONTRACTOR"

CHAPCO FENCE, LLC

By: Jason Junnika
Print Name: Jason Junnika
Title: President
Date: 5/8/19



(Seal)

ATTEST: Tabitha Mills

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneeth Williams
Director of Procurement
Print Name: Aneeth Williams
Date: 6/11/19

Approved as to form and execution, only.

Joseph J. Assistant
General Counsel for the CFX

'19 JUN 6 AM 11:37

COMPOSITE EXHIBIT "1"

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, Suite 3119, Kissimmee, Florida 34741, hereinafter referred to as the "AUTHORITY, and Chapco Fence, LLC, 4417 13th Street, Suite 513, Saint Cloud, Florida 34769, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for fencing repairs along the Poinciana Parkway, pursuant to RFQ-18-10041-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 March 31, 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 Thirty Thousand and 00/100 Dollars (\$30,000.00) 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: One Million Dollars (\$1,000,000.00);
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 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:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. 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.

8. 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

- 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: Chapco Fence, LLC.
 4417 13th Street, Suite 513
 Saint Cloud, Florida 34769

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, Suite 3119
Kissimmee, Florida 34741
Phone: (407) 742-2395
Email: jeff.jones@osccola.org

B. The CONTRACTOR Project Manager's contact information is as follows:

Jason, Junnila, Manager
Chapco Fence, LLC.
4417 13th Street, Suite 513
Saint Cloud, Florida 34769
Phone: 407-892-6447
Email: chapcofence@aol.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 ___ day of _____, 2018.

OSCEOLA COUNTY EXPRESSWAY
AUTHORITY

By: _____
Chairman/Designee

Date: _____

CHAPCO FENCE, LLC.

By: Jason Junnika

Print: Jason Junnika

Title: MBR

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was executed before me this 4 day of April, 2018, by Jason Junnika as MBR of Chapco Fence, LLC, 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 _____ as identification.

Tabitha Mills
NOTARY PUBLIC

(stamp)

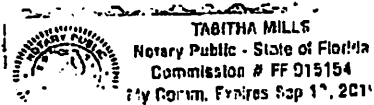


Exhibit "A"
Scope of Services

1. **Intent:** It is the intent of Osceola County, on behalf of the Osceola County Expressway Authority (OCX), to select a Contractor to repair, remove, dispose and replace aluminized chain-link mesh fencing and associated posts and other hardware along the Poinciana Parkway road right-of-way damaged during Hurricane Irma. The awarded Contractor will also be asked to provide and perform small dollar value repairs to existing aluminized chain-link mesh fencing, posts and associated hardware along Poinciana Parkway on an as-needed basis.

2. **Background:** Opened in 2016, the Poinciana Parkway is a limited access road that extends from the intersection of US 17-92 and Kinny Harmon Road in Polk County, crosses into Osceola County and ends at Cypress Parkway in Polk County. The road consists of a two lane bridge that crosses the Reedy Creek Mitigation Bank. There are interchanges located at Marigold Avenue, KOA Street and Cypress Parkway. The road also has two toll gantries, one located just north of the Marigold Avenue interchange; the second toll gantry is located north of the KOA Street interchange.

3. **Specifications:** The awarded Contractor shall provide for the removal, disposal and replacement of six (6) areas of damaged fencing along the Poinciana Parkway. The damaged areas will include repair and replacement, where noted, of aluminized chain-link mesh fencing and removal, disposal and replacement of damaged square poles with round 2" schedule 40 galvanized poles; work includes the repair and tightening of fencing as noted below. The aluminized fencing must match what is currently being used along the Poinciana Parkway; substitutions for aluminized chain-link mesh fencing will not be accepted.
 - (a) **Location 1** – North of wetland bridge, near the Polk County Line Sign, north side of Poinciana Parkway Right of Way:
 - 1) Remove, dispose and replace existing one hundred feet (100') of ten-foot (10') high damaged chain-link mesh fencing with aluminized chain-link mesh fencing, tighten as necessary, include all necessary hardware;
 - 2) Remove, dispose and replace, as required, existing damaged square post(s) with a two-inch (2") galvanized schedule 40 round post(s), including all necessary hardware; and,
 - 3) Adjust, and replace, as necessary, tension wire(s).
 - (b) **Location 2** - East of the wetland bridge, north side of Poinciana Parkway right of Way:
 - 1) Remove, dispose and replace existing damaged forty feet (40') of ten-foot (10') high damaged chain-link mesh fencing with aluminized chain-link mesh fencing, tighten as necessary, include all necessary hardware;
 - 2) Remove, dispose and replace, as required, existing damaged square post(s) with a two-inch (2") galvanized schedule 40 round post(s), including all necessary hardware; and,
 - 3) Adjust, and replace, as necessary, tension wire(s).
 - (c) **Location 3** - Approximately one-mile north of the Marigold Avenue on-ramp, east side of the Poinciana Parkway Right of Way:
 - 1) Remove, dispose and replace existing damaged fifty-five feet (55') of six-foot (6') high damaged chain-link mesh fencing with aluminized chain-link mesh fencing, tighten as necessary, include all necessary hardware;

- 2) Please note: there are two areas at Location 3 that are damaged and require removal, disposal and replacement: a forty-five (45') foot run and a ten-foot (10') run next to the "D-D" gate; each run separated by several feet and visible from the roadway.
 - 3) Remove, dispose and replace, as required, existing damaged square post(s) with a two-inch (2") galvanized schedule 40 round post(s), including all necessary hardware; and,
 - 4) Adjust, and replace, as necessary, tension wire(s).
- (d) **Location 4** - North of the Marigold Avenue Automated Vehicle Identification Station (Electronic Toll Reader), east side of Poinciana Parkway Right of Way – refer to:
- 1) Remove, dispose and replace existing damaged fifteen feet (15') of six-foot (6') high aluminized chain-link mesh fence;
 - 2) damaged chain-link mesh fencing with aluminized chain-link mesh fencing, tighten as necessary, include all necessary hardware;
 - 3) Remove, dispose and replace, as required, existing damaged square post(s) with a two-inch (2") galvanized schedule 40 round post(s), including all necessary hardware; and,
 - 4) Adjust, and replace, as necessary, tension wire(s).
- (e) **Location 5** - North of the Marigold Avenue on-ramp, south of the Automated Vehicle Identification Station (Electronic Toll Reader), east side of Poinciana Parkway Right of Way:
- 1) Remove, dispose and replace existing damaged ten feet (10') of six-foot (6') high damaged chain-link mesh fencing with aluminized chain-link mesh fencing, tighten as necessary, include all necessary hardware;
 - 2) Remove, dispose and replace, as required, existing damaged square post(s) with a two-inch (2") galvanized schedule 40 round post(s), including all necessary hardware; and,
 - 3) Adjust, and replace, as necessary, tension wire(s).
- (f) **Location 6** - One-mile north of the KOA Street on-ramp, south of the Marigold overpass, east side of Poinciana Parkway Right of Way:
- 1) Remove, dispose and replace existing damaged twenty-five feet (25') of six-foot (6') high damaged chain-link mesh fencing with aluminized chain-link mesh fencing, tighten as necessary, include all necessary hardware;
 - 2) Remove, dispose and replace, as required, existing damaged square post(s) with a two-inch (2") galvanized schedule 40 round post(s), including all necessary hardware; and,
 - 3) Adjust, and replace, as necessary, tension wire(s).
4. **2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:** The awarded Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (C.F.R) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
5. **Equal Opportunity Employer:**
- (a) The awarded Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The awarded Contractor will further ensure that all

subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

- (b) During the performance of this contract, the awarded Contractor agrees as follows:
- 1) The awarded Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The awarded Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The awarded Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The awarded Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the successful Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - 3) The awarded Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the successful Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4) The awarded Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, amending successive Executive Orders as well as applicable Federal regulations including the rules, regulations, and relevant orders of the Secretary of Labor.
 - 5) The awarded Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, successive Executive Orders as well as applicable Federal regulations including the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 6) In the event of the successful Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the awarded Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, successive Executive Orders as well as applicable Federal regulations including the rules, regulations, and relevant orders of the Secretary of Labor, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7) The awarded Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965,

successive Executive Orders as well as applicable Federal regulations including the rules, regulations, and relevant orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The awarded Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a awarded Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the awarded Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 6. Auditing, Records and Inspections:** In the performance of this Agreement, the awarded 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, documents, papers, records, and accounts related and directly pertinent to the performance of this Agreement shall be open to inspection by an authorized representative of the COUNTY, the FEMA Administrator, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, for the purposes of making an audit, examination, excerpts and transcriptions, and shall be retained by the awarded Contractor for five (5) years after FEMA has closed out an Emergency Event with the Florida Division of Emergency Management. The awarded Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The awarded Contractor also agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this contract. 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 COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the awarded Contractor has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.
- 7. Compliance of Reporting Requirements:** The awarded Contractor hereby acknowledges that the COUNTY has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 C.F.R. § 200.327, 2 C.F.R. § 200.328, and 2 C.F.R. § 200.329 on frequencies established by the Federal awarding agency.
- 8. Retention of Records.**

 - (a) The COUNTY shall retain all records related to this project for three years from the date of final expenditure report for projects funded by the FEMA Public Assistance program.
 - (b) The awarded Contractor shall retain all records related to this agreement for three (3) years after termination of this Contract.
- 9. Clean Air Act and The Federal Water Pollution Control Act.**

 - (a) The awarded Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- (b) The awarded Contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The awarded Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

10. Suspension and Debarment.

- (a) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the awarded Contractor is required to verify that none of the successful Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The awarded Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by (insert name of sub-recipient). If it is later determined that the awarded Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended): Successful Contractor s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

12. Procurement of Recovered Materials:

- (a) In the performance of this contract, the awarded Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or

- 3) At a reasonable price.
- (b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

- 13. Department of Homeland Security (DHS) Seal, Logo and Flags:** The awarded Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.
- 14. Compliance with Federal Law, Regulations and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 15. No Obligation by The Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the COUNTY, successful Contractor, or any other party pertaining to any matter resulting from the contract.
- 16. Fraud and False or Fraudulent or Related Acts:** The awarded Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the successful Contractor's actions pertaining to this contract.
- 17. Compliance with the Copeland "ANTI-KICKBACK" Act.**
- (a) The awarded Contractor hereby agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - (b) Each awarded Contractor or subcontractor are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - (c) The awarded Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - (d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
 - (e) Osceola County shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D
- 18. Warranty Work:** Contractor s are asked to provide information regarding the warranty period of the equipment being provided and service being performed.

19. **Notice to Proceed:** work may be authorized without the issuance of a valid purchase order by Osceola County. All projects, structures, amenities may be approved by Osceola County and must meet Federal, State and Local codes.
20. **Shipment/Delivery Costs:** All costs for shipping and delivery are to be included in the Contractor's Unit Price. The County shall not pay for any storage charges, Cash on Delivery (C.O.D.) shipments, or packaging or drayage charges. The awarded Contractor shall be responsible for all risk of loss, any damage and/or stolen materials and equipment while in transit to the County's delivery location.
21. **Inspection / Replacement:**
- (a) The COUNTY shall inspect the shipment to determine the condition of the products delivered and confirm receipt of the required quantity, and shall notify the awarded Contractor of any irregularities, i.e. damaged or missing items. The awarded Contractor shall guarantee replacement of any damaged, missing or improperly manufactured items at no additional cost to the COUNTY.
 - (b) The awarded Contractor shall make all arrangements to retrieve damaged or improperly manufactured items at no cost to the COUNTY, within three (3) days of notification by the County's Project Manager.
 - (c) The awarded Contractor shall schedule replacement(s) as soon as possible with regard to manufacturer prescribed lead-times/availability, and shall provide estimated delivery date and delivery updates as prescribed in this solicitation.
22. **Obligations of the Successful Contractor :** It is understood that the awarded 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 County, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the County, or any property owned by the County. 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 project. The awarded 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 County in accordance herewith. The awarded 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. The awarded Contractor shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the awarded Contractor to complete the services required hereby.

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Purchase Order to SHI International Corp. for Microsoft Dynamics and Power BI Licenses

Board authorization is requested to issue a purchase order to SHI International Corp in a not-to-exceed amount of \$440,300.94 for Microsoft Dynamics and Power BI licenses. This price is in accordance with State of Florida Term Contract #43230000-15-02.

The purchase of the licenses will be used to support Operations Software Update.

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

Reviewed by: *Rafael Millan*
Rafael Millan
Director of IT

Jim Greer
Jim Greer

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 21, 2020

SUBJECT: Approval of Purchase Order to SHI International Corp. for Checkmarx Licenses

Board authorization is requested to issue a purchase order to SHI International Corp. in a not-to-exceed amount of \$64,243.62 for Checkmarx licenses. This price is in accordance with Omnia Partners (formerly U.S. Communities, a government purchasing cooperative) – IT Solutions Contract #2018011-02.

The purchase of the server licenses will be used to scan CFX's custom developed code and generate recommendations to enhance the security of CFX's applications.

This purchase is included in OM&A Budget..

Reviewed by: *Rafael Millan*
Rafael Millan
Director of IT

Jim Greer
Jim Greer

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 22, 2020

SUBJECT: Approval of First Contract Renewal with Cygilant, Inc.
for Security Monitoring Services
Contract No. 001626

Board approval is requested for the first renewal of the referenced contract with Cygilant, Inc. in the amount of \$73,948.50 for one year beginning on November 30, 2020 and ending November 29, 2021. The original contract was for one year with renewal options.

The service to be performed under this renewal includes security monitoring across CFX's IT infrastructure, network and applications. This service falls under Section XV – Exemptions from competitive procurement processes in CFX's Procurement Procedures Manual.

Original Contract	\$ 76,668.00
First Renewal	<u>\$ 73,948.50</u>
Total	\$150,616.50

This contract is included in the OM&A Budget.

Reviewed by: *Rafael Millan*
Rafael Millan
Director of IT

Jim Greer
Jim Greer



**CYGILANT, INC.
MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement") is entered into this 20 day of November, 2019 (the "Effective Date") by and between Cygilant, Inc. ("Cygilant") and Central Florida Expressway Authority ("Customer").

For and in consideration of the terms and conditions hereof, Cygilant and Customer agree as follows:

TERMS AND CONDITIONS

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- 1. **DEFINITIONS.** As used in this Agreement:
 - 1.1. **Affiliates** means any entity that directly or indirectly controls, is controlled by, or under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity.
 - 1.2. **Authorized Use** means use of the Services in the manner specified in the Documentation.
 - 1.3. **Co-Managed Services** means the products and services set forth in the applicable Order Form and in the Cygilant Co-Managed Services description document.
 - 1.4. **Content** means information obtained by Cygilant from Cygilant content licensors or publicly available sources and provided to Customer pursuant to an Order Form, as more fully described in the Documentation.
 - 1.5. **Documentation** means any specification and use documentation made available by Cygilant to its customers generally with regard to the Services.
 - 1.6. **Evaluation Services** means Services licensed to Customer by Cygilant and delivered solely for evaluation by Customer under this Agreement. Special terms applicable to Evaluation Services are set forth in this Agreement.
 - 1.7. **Customer Data** means electronic data and information submitted by Customer to Cygilant or collected and processed by or for Customer using the Services.
 - 1.8. **Managed Node** means any Cygilant-supported device, application, server workstation, IP Address or networked device from which Cygilant collects and/or receives any form of data.
 - 1.9. **Managed Services** means the products and services that are provided to Customer by Cygilant pursuant to a "cloud" based model or at Customer's facility, as elected by Customer. The Managed Services may include one or more of the following: consultation by Cygilant technical staff; security monitoring and incident notification as a service ("SMaaS"); security process guidance; management and configuration of Cygilant and/or Third Party Software or technology, Log Management as a service ("LMaaS"), SIEM as a service, and/or any new service that maybe introduced or offered by Cygilant in the future as described in the Documentation and/or on the then-current Cygilant website.
 - 1.10. **Order Form** means a purchase order or other ordering document received by Cygilant from Customer or an authorized Cygilant Reseller on behalf of Customer specifying the type of Services to be provided hereunder that is entered into between Customer and Cygilant, including any addenda and supplements thereto.
 - 1.11. **Resellers** mean entities that are authorized by Cygilant to resell Cygilant Services.
 - 1.12. **Services** mean, collectively, Co-Managed Services and Managed Services.
 - 1.13. **Third Party Software** means computer software owned by third parties, licensed to Cygilant, and redistributed by Cygilant to its customers as part of the Services.

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1.14. User means an end user who is authorized by Customer to use the Services and to whom Customer (or Cygilant at Customer's request) has supplied a User identification and password. Users may include, for example, Customer's employees, consultants, contractors and agents and third parties with which Customer transacts business, who are bound by the terms of this Agreement.

2. EVALUATION OF SERVICES. Cygilant may agree to allow Customer to evaluate the Services with respect to a limited number of nodes or IP addresses for a no charge evaluation of the Services for a designated evaluation period. Upon the expiration of such designated evaluation period, the Evaluation Services license shall automatically terminate. Cygilant shall have no obligation or responsibility to store or preserve any Customer Data upon the expiration of such designated evaluation period. Title to the Evaluation Services shall at all times remain with Cygilant.

Customer shall be responsible for the proper use and deployment of the Evaluation Services; use the Evaluation Services solely for the limited purpose of evaluating the Services; and, take appropriate action, by means of agreement, instruction or otherwise, with respect to its employees or other third parties permitted access to the Evaluation Services in furtherance of its permitted use to ensure that all of its obligations are satisfied.

CYGILANT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EVALUATION SERVICES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

3. CYGILANT RESPONSIBILITIES.

3.1. Provision of Managed Services. Cygilant will (a) make the Managed Services available to Customer pursuant to this Agreement and the applicable Order Forms, and (b) use commercially reasonable efforts to provide Managed Services as defined in the Documentation, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond Cygilant's reasonable control, including but not limited to, for example, Customer's network is down, Cygilant is not able to remotely connect to Customer networks, Customer's nodes or IP addresses under management fail to send data, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cygilant employees), Internet service provider failure or delay, cloud service provider failure or delay, non-Cygilant application, or denial of service attack.

3.2. Provision of Co-Managed Services. Cygilant will (a) make the Co-Managed Services available to Customer pursuant to this Agreement and the applicable Order Forms, and (b) use commercially reasonable efforts to provide Co-Managed Services as defined in the Documentation, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond Cygilant's reasonable control, including but not limited to, for example, Customer's network is down, Cygilant is not able to remotely connect to Customer networks, Customer's nodes or IP addresses under management fail to send data to Cygilant system, Co-Managed application that is licensed and managed by the Customer is down or fails to collect data needed by Cygilant to deliver Co-Managed services, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cygilant employees), Internet service provider failure or delay, cloud service provider failure or delay, non-Cygilant application, or denial of service attack.

3.3. Protection of Customer Data. Cygilant will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of

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Customer Data by Cygilant personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as Customer expressly permits in writing.

3.4. Cygilant Personnel. Cygilant will be responsible for the performance of Cygilant personnel (including Cygilant employees and contractors) and their compliance with Cygilant obligations under this Agreement, except as otherwise specified herein.

4. USE OF CO-MANAGED SERVICES.

4.1. Subscriptions and Subscription Term. Unless otherwise provided in the applicable Order Form, (a) Co-Managed Services are purchased as subscriptions for the designated subscription term as set forth in the applicable Order Form, (b) subscription for new or additional Co-Managed Services may be added at any time.

4.2. Usage Limits. Co-Managed Services shall be subject to the usage limits set forth in the Cygilant Co-Managed Services description document.

4.3. Customer Responsibilities. Customer shall cooperate with and assist the Cygilant Services Team in the performance of the Co-Managed Services, and will provide the resources necessary for the Services Team's performance hereunder as specified. Customer shall provide a list of authorized contact information (including name, phone, email, etc.) for both business hours and after hours. Customer shall appoint a contact designated to work with the Services Team for all aspects, including escalations, related to the Co-Managed Service(s) that will have authority to act on behalf of Customer.

Customer shall provide Cygilant with volume or node or number of IP license changes to the Co-Managed Application and Cygilant shall have the right from time to time upon prior written notice to audit Customer's use of the Co-Managed Services to confirm that such use complies with the applicable Co-Managed Services purchase order(s).

5. USE OF MANAGED SERVICES.

5.1. Subscriptions and Subscription Term. Unless otherwise provided in the applicable Order Form, (a) Managed Services are purchased as subscriptions for the designated subscription term as set forth in the applicable Order Form, (b) subscription for new or additional Managed Services may be added at any time.

5.2. Usage Limits. Managed Services pursuant to a "cloud" based model or at Customer's designated facility, as elected by Customer, are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Managed Nodes and the Managed Services may not be used to manage more than that number of Managed Nodes, (b) the Order Form shall specify the type of service(s) purchased and the terms for each service offering, and (c) the Order Form shall specify the quantity ordered for each type of Managed Services purchased. If Customer exceeds a contractual usage limit or exceeds Cygilant's then-current usage limits, Cygilant will work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Cygilant's best efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Managed Services promptly upon Cygilant's request, and/or pay any invoice for excess usage in accordance with this Agreement. Cygilant may, at its sole option, modify usage limits. For a "cloud" based model, Customer shall purchase from Cygilant a "Cloud Server", conditioned on the number of applicable nodes and Cygilant designated "cloud data storage", conditioned upon the applicable file size, in addition to the Managed Services. If the total data storage exceeds the amount purchased, Cygilant will invoice the Customer for the overage and work with the Customer to help them move to the next tier of storage for an additional fee.

5.3. Customer Responsibilities. Customer will (a) be responsible for its' compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of Managed

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Services, and notify Cygilant promptly upon discovery of any such unauthorized access or use, (c) use Managed Services only in accordance with the Documentation and applicable laws and government regulations. Customer shall not disclose any Confidential Information of Cygilant to any competitor of Cygilant. Customer will comply with any Customer responsibilities or assistance obligations with respect to implementing the Managed Services as set forth in the applicable Cygilant Documentation. Customer shall configure the nodes or IP addresses and network in order to send data to Cygilant application that resides on Customer designated location or in the Cloud. Customer, not more than once per calendar quarter, may download applicable data from the cloud to Customer's network at Cygilant's then-current applicable fee.

6. USAGE RESTRICTIONS.

Subject to the terms and conditions of this Agreement, Cygilant hereby grants to Customer a limited, nonexclusive, non-sublicenseable and non-transferable license, on a subscription basis as set forth in the applicable Order Form, under Cygilant's intellectual property rights to install, and if applicable evaluate, the Services solely for Authorized Uses. The Services include proprietary information owned by Cygilant or its third party licensors and the Services and the Documentation are provided to Customer solely under license and not for sale. Cygilant and its third party licensors will continue to own their respective interests and intellectual property rights in the Services and will be entitled to terminate this Agreement upon any breach by Customer of this Agreement.

Cygilant reserves the right to make changes to any Services whenever such changes, (a) are required for safety, (b) facilitate performance in accordance with specifications, or (c) represent substitutions and modifications in accordance with applicable Services performance specifications, provided however that such changes shall not impede Customer's Authorized Use of any Services.

Customer shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, or otherwise reverse engineer any Services, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any Services by any means whatsoever, except to the extent applicable laws specifically prohibit such restrictions, (b) modify, adapt, translate, or create derivative works based upon any Services (c) transfer, lease, loan, sublicense, sell, resell for profit, distribute, or otherwise grant any rights in any Services in any form to any other party, unless as an authorized reseller or authorized provider of Cygilant pursuant to a written agreement with Cygilant, (d) use any Services on a commercial time-sharing, rental, or service bureau basis, or in any manner or for any purpose other than an Authorized Use; or (e) disclose to any third party any underlying ideas or algorithms, performance information, test results or analyses learned by Customer or created by or for Customer (including, without limitation, benchmarks) relating to any Services. Customer shall only have the rights with respect to the Services expressly set forth in this Agreement; all other rights are expressly reserved to Cygilant and its licensors.

Customer acknowledges that the Services, and all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Services, are and at all times shall remain the valuable property of Cygilant and its licensors, or their respective successors or assigns. Customer agrees that nothing contained in this Agreement shall be construed as granting or conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark, copyright, or other proprietary right, whether now existing or hereafter obtained, and no such license or other right shall arise from this Agreement or from any acts or omissions in connection with the execution of this Agreement or the performance of the obligations of the parties.

Customer agrees (a) not to alter, remove, or conceal any copyright, trademark, trade name, or other proprietary marking that may appear on or in the Services, and (b) that Customer is responsible for itself obtaining any additional software, hardware, or technologies not provided by Cygilant under this

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Agreement and required to access the Services, including but not limited to communications devices and Internet access services.

Customer consents to the operation of the Services' communications features.

Customer agrees to promptly notify Cygilant of any violation of any of the terms of this Agreement by Customer or others of which it becomes aware.

6.1. Removal of Content and Non-Cygilant Applications. If Cygilant is required by a licensor to remove Content, or receive information that Content provided to Customer may violate applicable law or third-party rights, Cygilant may so notify Customer and in such event Customer will promptly remove such Content from Customer's systems. If Cygilant receives information that a non-Cygilant application may violate applicable law or third-party rights, Cygilant may so notify Customer and in such event Customer will promptly disable such non-Cygilant application or modify the non-Cygilant application to resolve the potential violation. If Customer does not take required action in accordance with the above, Cygilant may disable the applicable Content, Services and/or non-Cygilant application until the potential violation is resolved.

7. PROPRIETARY RIGHTS AND LICENSES.

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Cygilant and Cygilant's licensors reserve all of Cygilant's right, title and interest in and to the Services, including all of Cygilant's related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2. License by Customer to Host Customer Data and Applications. Customer grants to Cygilant and Cygilant's Affiliates a worldwide, limited-term license to host, copy, transmit, analyze and display Customer Data as necessary for Cygilant to provide the Services in accordance with this Agreement.

7.3. License by Customer to Use Feedback. Customer grants to Cygilant and Cygilant's Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services.

7.4. Federal Government End Use Provisions. If applicable, Cygilant provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Cygilant to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. ORDERS. Customer will pay all fees with respect to the Services as defined herein as well as any other items specified in the Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term. Each Customer purchase order or alternative document reasonably acceptable to Cygilant shall reference this Agreement and specify the items, Services and configurations of Services being ordered, contract length, their prices and payment terms. The purchase and license of the Services and the provision of Services shall be governed by the terms of this Agreement. Any preprinted provisions of Customer's purchase orders or other terms that conflict with the terms of this Agreement shall not apply and the terms set forth in this Agreement shall control. Cygilant reserves the right to change its

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prices and related terms and conditions at any time without notice, provided that any such changes shall not affect orders already accepted.

9. PAYMENT. All payments with respect to the Services as defined herein as well as any other items shall be in U.S. Dollars net thirty (30) days from the date of the Cygilant invoice. Amounts not paid within such thirty (30) day period shall bear interest at the rate of one and one-half percent (1.5%) per month or at the highest lawful rate, whichever is less, from the date such amount is due. Customer will reimburse Cygilant for all costs and expenses incurred, including attorneys' fees, in collecting any overdue amounts, including but without limitation to any amounts due under Section 14. Payment terms may be revised by Cygilant at any time with prior written notice upon any adverse change in Customer's payment history or financial status. Cygilant shall have the right to cancel any Order Form placed or to refuse or delay delivery or performance or suspend any Services for failure of Customer to make any payments due Cygilant in accordance with the terms of this Agreement. Customer will pay all sums equal to taxes (including, without limitation, sales, withholding, value-added, and similar taxes) and any duties paid or payable, however designated, levied or based on amounts payable to Cygilant under this Agreement, but exclusive of taxes based on Cygilant's net income, and will reimburse Cygilant for any such sum that Cygilant is required to collect or pay with respect to transactions under this Agreement. For any orders issued by Customer to Reseller, payment terms shall be as agreed between Customer and Reseller. CYGILANT shall have the right to cancel any order placed or to refuse or delay delivery or suspend any Services or terminate performance for failure of RESELLER to make any payments due CYGILANT under the terms of this Agreement or any reseller agreement.

Payment terms with respect to Services ordered from an authorized Cygilant Reseller shall be by and between Reseller and the End User.

10. THIRD PARTY SOFTWARE. Cygilant will redistribute certain Third Party Software to Customer for Customer's use with the Services. As a condition of its use of the Third Party Software, Customer agrees to familiarize itself with, and to comply with and be responsible for observing, the conditions and restrictions required of software users by the owners of such Third Party Software as referenced in *THIRDPARTYLICENSEREADME.txt* under the application install path.

11. DISCLAIMER. CYGILANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CYGILANT SPECIFICALLY DOES NOT WARRANT THAT: (I) THE SERVICES SHALL MEET ALL OF CUSTOMER'S REQUIREMENTS OR SHALL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER, (II) THE OPERATION OF THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, (III) ALL ERRORS OR DEFECTS IN THE SERVICES SHALL BE CORRECTED, OR (IV) ANY SECURITY MECHANISMS IMPLEMENTED BY THE SERVICES WILL NOT HAVE INHERENT LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

THE THIRD PARTY SOFTWARE AND ANY EVALUATION SERVICES ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY CYGILANT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY CYGILANT EMPLOYEES, A RESELLER OR OTHERWISE, SHALL BE DEEMED A WARRANTY BY CYGILANT FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF CYGILANT WHATEVER UNLESS CONTAINED IN THIS AGREEMENT.

12. INFRINGEMENT

12.1. Indemnity by Cygilant. If a third party acting against Customer claims, threatens to claim, or obtains a judicial or administrative determination that Services, as defined herein, infringe its patent, copyright, or trade secret rights, Cygilant shall have the option, at its own expense and at its sole option, to (a) defend Customer at Cygilant's expense and pay all damages awarded by a court of competent jurisdiction, (b) obtain for Customer the right to continue using the infringing item, (c) replace the infringing item or modify it so that it shall become non-infringing with no substantial degradation, or (d) remove the infringing portion of the Services and refund the proportional fee that Customer paid for such portion, pro rata, or on a five-year straight-line depreciation basis, as applicable, provided that Customer shall promptly notify Cygilant in writing of the claim, and allow Cygilant to control, and cooperate with Cygilant in, the defense and any related settlement negotiations. In no event shall Cygilant's liability under this Section exceed the amount paid by Customer to Cygilant for any allegedly infringing Services.

12.2. Exception. Notwithstanding the provisions of this Section, Cygilant shall have no obligation to Customer for any claim arising from the license or use of any Services (a) that have been modified by a party other than Cygilant, (b) used to practice any process, or used in combination with other services not provided by Cygilant where such infringement would not have occurred but for such use in combination with such other services, (c) from failure of Customer to use updated Services provided by Cygilant for avoiding such infringement, (d) that are part of any Evaluation Services, or (e) that are Third Party Software. Cygilant shall not be bound by any settlement of any charge of infringement made without the prior written consent of Cygilant.

12.3. Indemnification by Customer. INTENTIONALLY DELETED

12.4. Limitation. THIS SECTION STATES THE ENTIRE LIABILITY OF CYGILANT AND ITS LICENSORS TO CUSTOMER AND ANY AND ALL THIRD PARTIES, WHETHER FOR DAMAGES OR OTHERWISE, FOR INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY SERVICES FURNISHED BY CYGILANT UNDER THIS AGREEMENT.

13. LIMITATION OF LIABILITY

13.1. Limitation. IT IS EXPRESSLY AGREED THAT EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF LEGAL ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE ACTUAL PAYMENTS RECEIVED BY CYGILANT OR THE RESELLER FOR THE SERVICES THAT CAUSED SUCH DAMAGE OR THAT ARE DIRECTLY RELATED TO THE CAUSE OF ACTION, EXCEPT THAT NO SUCH LIMITATION ON DAMAGES SHALL APPLY TO LOSSES DUE TO EITHER PARTY'S BREACH OF EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, OR CUSTOMER'S VIOLATION OF CYGILANT'S INTELLECTUAL PROPERTY RIGHTS, OR CUSTOMER'S BREACH ANY OF THE LICENSES OR LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

13.2. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, OR, IF REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR CLAIMED AGAINST THE OTHER PARTY BY ANY OTHER PARTY, EXCEPT THAT NO SUCH LIMITATIONS ON CONSEQUENTIAL DAMAGES SHALL APPLY IN THE EVENT OF VIOLATION BY CUSTOMER OF CYGILANT'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS OR BREACH BY CUSTOMER OF ANY OF THE LICENSES OR LICENSE RESTRICTIONS CONTAINED IN THIS AGREEMENT. NEITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF A PARTY OR THAT OF ITS EMPLOYEES OR AGENTS OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BY APPLICABLE LAW BE EXCLUDED

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OR LIMITED IS EXCLUDED OR LIMITED, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN ATTEMPT TO EXCLUDE OR LIMIT SUCH LIABILITY.

14. TERM; TERMINATION

14.1. Term. This Agreement shall be effective from the effective date set forth in the Order Form and shall continue in full force and effect for the subscription term set forth in the Order Form or until terminated as set forth elsewhere in this Agreement. Upon the expiration of the subscription term, such subscription term shall automatically renew for a subscription term equal to twelve (12) months at the then-current fees unless one party provides the other party with written notice of non-renewal not less than sixty (60) days prior to the expiration of the then-current term.

14.2. General. Upon any material breach or default of this Agreement by either party, the other party shall have the right to terminate this Agreement and any licenses granted under it effective on thirty (30) days' prior written notice and a failure to cure such breach. This Agreement may also be terminated upon (a) bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee, (b) filing of a petition for bankruptcy or reorganization by or against the other party, (c) dissolution or liquidation of the other party, or (d) failure of Customer to pay any sum when due under or in connection with this Agreement. In the event of any termination of this Agreement by Cygilant for breach by Customer or any failure by Customer to comply with the non-renewal provisions of Section 14.1 (Term) of this Agreement, Cygilant shall have the right to accelerate all Services fees for the remainder of each subscription term and any renewal term. If, as a result of a material breach or default of this Agreement, including, but without limitation to non payment, this Agreement shall be terminated and Customer shall, upon the election of Cygilant, forthwith pay to Cygilant as damages, a sum equal to the amount by which End User or Customer would have paid in accordance with this Agreement for the remainder of the subscription term and/or any renewal term.

14.3. Customer's Data Portability and Deletion. Upon request by Customer made within ninety (90) days prior to the effective date of termination or expiration of this Agreement, Cygilant will make Customer's Data available for Customer to export or download as provided in the Documentation for up to thirty (30) days after such termination or expiration at Cygilant's then current fees. After that thirty (30) day period, Cygilant will have no obligation to maintain or provide Customer's Data, and will thereafter delete or destroy all copies of Customer's Data in Cygilant's system or otherwise in Cygilant's possession or control as provided in the Documentation, unless legally prohibited.

14.4. Consequences. In the event of termination of this Agreement for any reason, Customer shall promptly discontinue all use of the applicable Services and Documentation and delete/uninstall all Cygilant Software.

14.5. Survival. Any expiration or termination of this Agreement shall not modify any right or obligation of a party hereto, which arose prior to such expiration or termination.

15. GENERAL

15.1. Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. Such notice shall be sent as set forth below. If the communication (including, but not limited to, non-renewal of this Agreement or an alleged breach of any maintenance and support services provisions of this Agreement by Cygilant) is from Customer to Cygilant, it shall be addressed to "Attn: President." If the communication is from Cygilant to Customer, it shall be addressed to the Chief Executive Officer of Customer.

15.2. Assignment. Customer may not assign, delegate or otherwise transfer this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the

prior written consent of Cygilant which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Cygilant may, without Customer's consent, assign monies due or becoming due to a bank or other financial institution. Cygilant may, without Customer's consent, assign this Agreement to any Affiliate or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors, and administrators, as the case may be.

15.3. Waiver. The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall only be deemed to have been made if expressed in writing by the party granting such waiver.

15.4. Severability. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

15.5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to conflict of laws provisions. The federal and state courts sitting in Orange County, Florida shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of the courts of Orange County, Florida and service of process being effected upon it by registered mail sent to the respective addresses referred to above. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.6. Entire Agreement. This Agreement and any Exhibits, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and terms other than quantity, price, and the like set forth in an accepted purchase order or Order Form, the terms of this Agreement shall prevail. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Except as otherwise provided in this Agreement, any item or service furnished by Cygilant in furtherance of this Agreement, although not specifically identified in it or in a purchase order referencing this Agreement, shall nevertheless be covered by this Agreement unless specifically covered by some other written agreement executed by Customer and an authorized representative of Cygilant. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement.

15.7. Export Control. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. This export control Section shall survive termination of this Agreement.

15.8. Use of Customer Name. Cygilant may use Customer's name or logo with Customer's prior written consent: (i) in any Cygilant customer lists; (ii) on Cygilant's web site; and (iii) in other Cygilant promotional materials.

15.9. Independent Contractors. The relationship of Cygilant and Customer established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or

common undertaking. For a period of two (2) years following the expiration or termination of this Agreement, Customer shall not directly or indirectly employ, solicit for employment or contract with any Cygilant personnel performing such Services for Customer under this Agreement.

15.10. Confidential Information. Each party acknowledges that by reason of its relationship to the other party under the provisions of this Agreement it may have access to certain information and material concerning the other party's business, plans, customers, technology, and Services that are confidential and of substantial value to the disclosing party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement. No information shall be deemed confidential unless so marked if given in writing or, if given orally, identified as confidential orally prior to disclosure, except that Customer agrees that any information in whatever form relating to (a) the Documentation and the underlying ideas, algorithms, techniques, knowhow, design, functionality, operational methods or coding of the Services, including but not limited to any complete or partial source or object code versions, and (b) performance information, test results, algorithms, techniques, Services roadmap and knowhow or analyses created by or for Customer (including, without limitation, benchmarks) relating to the Services, shall be deemed Confidential Information of Cygilant regardless of the presence or absence of any confidential markings or identification. Customer agrees not to disclose any Confidential Information to any competitor of Cygilant.

The parties' obligations of non-disclosure under this Agreement shall not apply to information that: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Information without restriction, ~~or (d)~~ except as otherwise provided above, is independently developed by the receiving party without resort to Confidential Information, ~~or (e)~~ *is subject to disclosure by applicable law as a public record.* Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate except as required by law, such as the Florida Public Records Act. The receiving party's obligation of confidentiality shall survive this Agreement for a period of three (3) years from the date of its termination, and thereafter shall terminate and be of no further force or effect.

Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information hereunder may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event each party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.

15.11. Professional Services. From time to time, Customer may retain Cygilant for the purpose of performing certain implementation, training, technical, consulting and/or other professional services (the "Professional Services") to Customer. In the event that Customer prepays for such Professional Services, Cygilant must perform such Professional Services within six (6) calendar months of the date of such prepayment or such prepayment shall be null and void and no credits shall be issued by Cygilant with respect to such prepayment.

15.12. Waiver of Trial By Jury. The End User or Customer hereby irrevocably waives any past, present or future right of trial by jury in any trial of any case or controversy which arises out of, or is in respect of,

any relationship between CYGILANT and the End User or Customer, including, but without limitation to any dispute arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CYGILANT:

By: *Christina Lattuca*
Name: Christina Lattuca
Title: Chief Financial Officer
Date: 11/20/2019

Address: ~~60 State Street, Suite 620~~
Boston, MA 02109

2400 District Ave, Suite 300
Burlington, MA 01803

CUSTOMER:

CFX
By: *Arneeth Williams*
Name: Arneeth Williams
Title: Director of Procurement
Date: 11/20/19

Address: 4974 ORL Tower Rd.
Orlando, FL 32807

REVIEWED AND APPROVED
BY CFX LEGAL

[Signature]

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**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 22, 2020

SUBJECT: Approval of RS&H, Inc. as a Subconsultant for AECOM Technical Services, Inc.
for General Systems Consultant Services
Contract No. 001215

Board approval of RS&H, Inc. as a subconsultant to AECOM Technical Services, Inc. to support public involvement activities for CFX's public meetings is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultant not disclosed when the contract was originally awarded.

Reviewed by: *Bryth*
Bryan Homayouni, P.E.
Manager of Traffic Operations

Jim Greer
Jim Greer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: AECOM Technical Services, Inc. Date: 09/24/2020

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: RS&H, Inc.

Address: 301 E Pine St, Suite 350, Orlando FL 32801

Phone No.: 407-893-5800

Federal Employee ID No.: 59-2986466

Description of Services to Be Sublet: RS&H shall support the public involvement activities for CFX Public Meetings. This will include creating project specific websites to display public meeting content.

Estimated Beginning Date of Sublet Services: 10/09/2020

Estimated Completion Date of Sublet Services: 07/31/2021


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

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

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

Requested By: 
(Signature of Consultant Representative)

Vice President
Title

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

Date: Sep 24, 2020

Approved by: 
(Signature of Appropriate Chief)

Date: Sep 24, 2020

Attach Subconsultant's Certificate of Insurance to this Request.

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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: September 24, 2020 *Michael Carlisle*
RE: August 2020 Financial Reports

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING AUGUST 31, 2020 AND YEAR-TO-DATE**

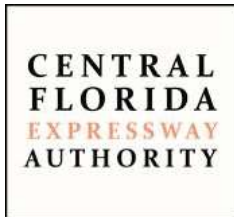
	FY 21 MONTH ACTUAL	FY 21 MONTH BUDGET	FY 21 YEAR-TO-DATE ACTUAL	FY 21 YEAR-TO-DATE BUDGET	FY 21 YEAR-TO-DATE VARIANCE	FY 21 YEAR-TO-DATE % VARIANCE	FY 20 - 21 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 35,727,009	\$ 23,400,000	\$ 70,127,965	\$ 43,900,000	\$ 26,227,965	59.7%	-17.1%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	614,639	680,000	1,110,544	1,159,833	(49,290)	-4.2%	-22.3%
TRANSPONDER SALES	70,698	72,200	137,898	144,850	(6,952)	-4.8%	-16.3%
OTHER OPERATING	98,280	106,914	110,969	113,727	(2,758)	-2.4%	-49.1%
INTEREST	1,630,568	506,132	2,330,332	1,006,132	1,324,200	131.6%	18.1%
MISCELLANEOUS	62,167	61,929	124,257	123,859	398	0.3%	-2.7%
TOTAL REVENUES	\$ 38,203,361	\$ 24,827,175	\$ 73,941,965	\$ 46,448,401	\$ 27,493,564	59.2%	-16.5%
O M & A EXPENSES							
OPERATIONS	\$ 3,362,335	\$ 3,702,728	\$ 6,029,178	\$ 6,625,659	\$ 596,481	9.0%	-5.8%
MAINTENANCE	333,863	429,539	497,614	595,777	98,163	16.5%	-17.2%
ADMINISTRATION	496,317	534,210	1,012,224	1,061,629	49,405	4.7%	-12.1%
OTHER OPERATING	10,693	57,121	10,693	57,121	46,428	81.3%	-
TOTAL O M & A EXPENSES	\$ 4,203,208	\$ 4,723,598	\$ 7,549,708	\$ 8,340,186	\$ 790,478	9.5%	-7.4%
NET REVENUES BEFORE DEBT SERVICE	\$ 34,000,153	\$ 20,103,577	\$ 66,392,256	\$ 38,108,215	\$ 28,284,041	74.2%	-17.4%
COMBINED NET DEBT SERVICE	\$ 18,313,158	\$ 18,348,816	\$ 36,676,043	\$ 36,697,633	\$ 21,590	0.1%	21.0%
NET REVENUES AFTER DEBT SERVICE	\$ 15,686,995	\$ 1,754,761	\$ 29,716,214	\$ 1,410,582	\$ 28,305,631	2006.7%	-40.6%

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 2021
FOR THE MONTH ENDING AUGUST 31, 2020 AND YEAR-TO-DATE**

	<u>FY 2021 ACTUAL</u>	<u>FY 2021 BUDGET</u>	<u>VARIANCE</u>	<u>FY 21 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 6,029,178	\$ 6,625,659	\$ 596,481	9.0%
Maintenance	497,614	595,777	98,163	16.5%
Administration	1,012,224	1,061,629	49,405	4.7%
Other Operating	<u>10,693</u>	<u>57,121</u>	<u>46,428</u>	<u>81.3%</u>
Total O M & A	\$ 7,549,708	\$ 8,340,186	\$ 790,478	9.5%
Capital Expenditures				
Operations	\$ -	\$ 50,000	\$ 50,000	100.0%
Maintenance	-	-	-	0.0%
Administration	<u>-</u>	<u>3,750</u>	<u>3,750</u>	<u>100.0%</u>
Total Capital Expenditures	\$ -	\$ 53,750	\$ 53,750	100.0%

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 Two Months Ending August 31, 2020**

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	88,679	91,963	3,283	3.57%
Image Review	798,806	796,161	(2,645)	-0.33%
Special Projects	8,528	18,833	10,305	54.72%
Information Technology	468,564	531,722	63,158	11.88%
E-PASS Service Center	2,647,852	2,879,113	231,261	8.03%
E-PASS Business Services	27,099	27,364	265	0.97%
Public Outreach/Education	87,414	88,890	1,476	1.66%
Subtotal CFX	\$4,126,941	\$4,434,045	\$307,104	6.93%
Plazas	1,902,237	2,241,614	339,378	15.14%
Subtotal Toll Facilities	\$1,902,237	\$2,241,614	\$339,378	15.14%
Total Operations Expenses	\$6,029,178	\$6,675,659	\$646,481	9.68%



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

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	302,942	332,769	29,827	8.96%
Traffic Operations	126,136	139,403	13,267	9.52%
Routine Maintenance	68,536	123,605	55,069	44.55%
Total Maintenance Expenses	<u><u>\$497,614</u></u>	<u><u>\$595,777</u></u>	<u><u>\$98,163</u></u>	<u><u>16.48%</u></u>



Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Two Months Ending August 31, 2020

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	52,115	62,449	10,334	16.55%
Administrative Services	332,094	351,795	19,701	5.60%
Communications	66,455	77,012	10,557	13.71%
Human Resources	49,315	49,450	135	0.27%
Supplier Diversity	27,244	30,006	2,762	9.21%
Accounting	211,941	212,289	348	0.16%
Construction Administration	8,953	8,318	(635)	-7.64%
Risk Management	21,111	23,128	2,017	8.72%
Procurement	90,713	92,066	1,352	1.47%
Legal	94,126	98,034	3,908	3.99%
Internal Audit	0	0	0	0.00%
525 Magnolia	1,663	3,776	2,113	55.96%
Engineering	10,443	8,901	(1,542)	-17.33%
Records Management	46,051	48,156	2,105	4.37%
Grand Total Expenses	<u><u>\$1,012,224</u></u>	<u><u>\$1,065,379</u></u>	<u><u>\$53,156</u></u>	<u><u>4.99%</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 AUGUST 31, 2020 AND YEAR-TO-DATE**

	FY 21 YEAR-TO-DATE ACTUAL	FY 21 YEAR-TO-DATE BUDGET	FY 21 YEAR-TO-DATE VARIANCE	FY 20 YEAR-TO-DATE ACTUAL	FY 20 YEAR-TO-DATE BUDGET	FY 20 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 70,127,965	\$ 43,900,000	\$ 26,227,965	\$ 84,596,892	\$ 82,125,602	\$ 2,471,290	\$ 23,756,675
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,110,544	1,159,833	(49,290)	1,428,701	1,215,278	213,423	(262,713)
TRANSPONDER SALES	137,898	144,850	(6,952)	164,729	126,583	38,146	(45,098)
OTHER OPERATING	110,969	113,727	(2,758)	217,901	105,379	112,522	(115,280)
INTEREST	2,330,332	1,006,132	1,324,200	1,973,626	1,389,420	584,206	739,994
MISCELLANEOUS	124,257	123,859	398	127,719	121,690	6,029	(5,631)
TOTAL REVENUES	\$ 73,941,965	\$ 46,448,401	\$ 27,493,564	\$ 88,509,568	\$ 85,083,952	\$ 3,425,616	\$ 24,067,948
O M & A EXPENSES							
OPERATIONS	\$ 6,029,178	\$ 6,625,659	\$ 596,481	\$ 6,400,001	\$ 6,681,497	\$ 281,496	\$ 314,985
MAINTENANCE	497,614	595,777	98,163	600,724	719,281	118,557	(20,394)
ADMINISTRATION	1,012,224	1,061,629	49,405	1,151,109	1,269,473	118,364	(68,959)
OTHER OPERATING	10,693	57,121	46,428	-	-	-	46,428
TOTAL O M & A EXPENSES	\$ 7,549,708	\$ 8,340,186	\$ 790,478	\$ 8,151,834	\$ 8,670,251	\$ 518,417	\$ 272,061
NET REVENUES BEFORE DEBT SERVICE	\$ 66,392,256	\$ 38,108,215	\$ 28,284,041	\$ 80,357,734	\$ 76,413,701	\$ 3,944,033	\$ 24,340,008
COMBINED NET DEBT SERVICE	\$ 36,676,043	\$ 36,697,633	\$ 21,590	\$ 30,301,621	\$ 30,501,513	\$ (199,892)	\$ 221,482
NET REVENUES AFTER DEBT SERVICE	<u>\$ 29,716,214</u>	<u>\$ 1,410,582</u>	<u>\$ 28,305,631</u>	<u>\$ 50,056,113</u>	<u>\$ 45,912,188</u>	<u>\$ 4,143,925</u>	<u>\$ 24,161,706</u>

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 AUGUST 31, 2020 AND YEAR-TO-DATE

	<u>FY 21 MONTH ACTUAL</u>	<u>FY 20 MONTH ACTUAL</u>	<u>FY 20 - 21 SAME MONTH COMPARISON</u>	<u>FY 21 YEAR-TO-DATE ACTUAL</u>	<u>FY 20 YEAR-TO-DATE ACTUAL</u>	<u>FY 20 - 21 YEAR-TO-DATE COMPARISON</u>
REVENUES						
TOLLS	\$ 35,727,009	\$ 42,369,083	\$ (6,642,074)	\$ 70,127,965	\$ 84,596,892	\$ (14,468,927)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	614,639	652,887	(38,248)	1,110,544	1,428,701	(318,157)
TRANSPONDER SALES	70,698	84,740	(14,042)	137,898	164,729	(26,831)
OTHER OPERATING	98,280	193,927	(95,647)	110,969	217,901	(106,932)
INTEREST	1,630,568	751,324	879,244	2,330,332	1,973,626	356,706
MISCELLANEOUS	62,167	60,830	1,337	124,257	127,719	(3,462)
TOTAL REVENUES	\$ 38,203,361	\$ 44,112,791	\$ (5,909,430)	\$ 73,941,965	\$ 88,509,568	\$ (14,567,603)
O M & A EXPENSES						
OPERATIONS	\$ 3,362,335	\$ 3,491,454	\$ (129,119)	\$ 6,029,178	\$ 6,400,001	\$ (370,823)
MAINTENANCE	333,863	444,588	(110,725)	497,614	600,724	(103,110)
ADMINISTRATION	496,317	510,818	(14,501)	1,012,224	1,151,109	(138,885)
OTHER OPERATING	10,693	10,693	10,693	10,693	10,693	10,693
TOTAL O M & A EXPENSES	\$ 4,203,208	\$ 4,446,860	\$ (243,652)	\$ 7,549,708	\$ 8,151,834	\$ (602,126)
NET REVENUES BEFORE DEBT SERVICE	\$ 34,000,153	\$ 39,665,931	\$ (5,665,778)	\$ 66,392,256	\$ 80,357,734	\$ (13,965,478)
COMBINED NET DEBT SERVICE	\$ 18,313,158	\$ 15,344,113	\$ 2,969,045	\$ 36,676,043	\$ 30,301,621	\$ 6,374,422
NET REVENUES AFTER DEBT SERVICE	<u>\$ 15,686,995</u>	<u>\$ 24,321,818</u>	<u>\$ (8,634,823)</u>	<u>\$ 29,716,214</u>	<u>\$ 50,056,113</u>	<u>\$ (20,339,899)</u>

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E.3.

Executive Director's Report

**Executive Director Report
October 2020**

DASHBOARD

Wrong Way Driving Program

In August, there were 12 detections system-wide with 11 of the 12 detections resulting in documented turn arounds. Details of the remaining event is listed below:

SR 417 NB Exit 11 at Orange Blossom Trail; Saturday 8/22/2020 8:05 AM

A black sedan was observed traveling down the ramp in the wrong direction. The vehicle continued down the ramp in the wrong direction and entered the mainline in the correct direction. 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, July, August and September estimated revenues indicate a slow recovery at -38%, -26%, -20%, -11% and -3% over 2019 levels respectively. Tolls were suspended the last 2 days of August and the first 3 days of September in 2019 due to a hurricane.

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, 25 seconds in August, with call volumes increasing as traffic increases on the CFX system overall. 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 are 7:00 am to 11:30 pm, Monday through Friday and 8:00 am to 5:30 pm on Saturday.

COMMUNITY FOCUS

Orange County Public Schools

Representatives from Orange County Public Schools joined CFX on September 25 to explore ideas for hands-on learning experiences for students interested in science and technology. Toll collection technology, phone application development, CFX sustainability projects, electrification of roadways for charging electric vehicles, CFX wrong way driving technology, Central Florida's Regional Traffic Management Center, SunTrax Research Facility, and Central Florida autonomous vehicle applications were discussed. The team hopes to launch a series of programs for the 2021-2022 high school year.

INNOVATION PARTNERS

Electrification of Roadways Pilot Project

CFX has been following the work of ASPIRE - Advancing Sustainability through Powered Infrastructure for Roadway Electrification for over two years. ASPIRE is headquartered at Utah State University and operated through strategic partnerships with Purdue University, University of Colorado Boulder, University of Texas at El Paso and the University of Auckland New Zealand. The CFX team has the opportunity to partner with ASPIRE to build a pilot project here in Central Florida to test the electrification of expressways to charge electric vehicles at typical highway speeds. Widespread electrification of all vehicle classes, improved air quality, and public infrastructure that provides an inexpensive, seamless charging experience is the vision for this important research. More information about this project will be presented to the Board in November.

RECOGNITION

Orlando Business Journal

CFX's Director of Engineering, Will Hawthorne, has been honored as one of the Orlando Business Journal's "40 Under 40". Will is a 6th generation Central Floridian. He knows the history, challenges, greatness, and all the possibilities that Central Florida has to offer. Will is a dedicated professional who is also very involved in serving his community. We are so happy and proud to have Will on our team!

Certificate of Achievement for Excellence in Financial Reporting

The Government Finance Officers Association presented the Certificate of Achievement for Excellence in Financial Reporting to CFX for the fifteenth consecutive year. Congratulations to the Accounting and Finance Department for a job well done!

PROJECT MILESTONES

SR 429/Stoneybrook West Ramp Improvements

New ramps to and from SR 429 at Stoneybrook West Parkway will open soon (actual target date is October 24th)! Completion of these ramps concludes a series of partnership projects between CFX and the City of Winter Garden to improve traffic operations at the SR 429/CR 535 (Daniels Road) interchange. These new ramps will allow access to and from SR 429 to occur west of CR 535, resulting in improvements to operations at the traffic signals located on CR 535 and Stoneybrook West Parkway. Jr. Davis Construction is the contractor for this important project.

PERFORMANCE DASHBOARD

AUGUST 2020

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center	0	1,090	0:00	<5m

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

The walk-in E-PASS Service Center is temporarily closed due to COVID-19.

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Call Center	105,000	94,781	1:25	<1m

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



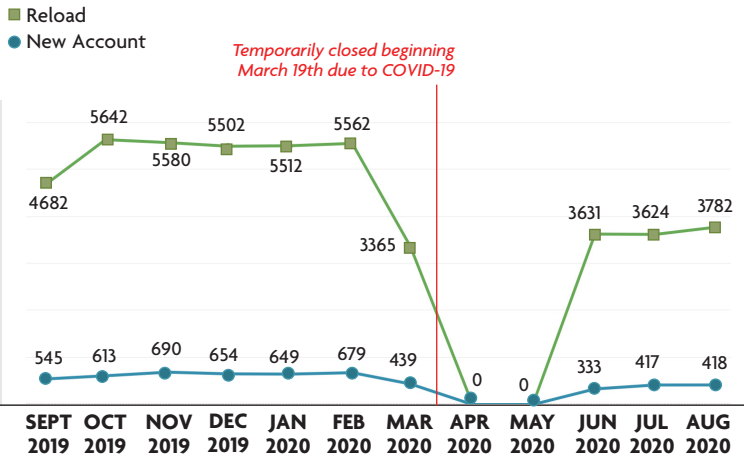
FTC TARGET 80% <1m

WRONG WAY DRIVING (WWD)

Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG
Total Vehicles Detected	16	9	15	8	2	10	19	12
Documented Turn Arouds	14	9	15	7	2	9	18	11

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 418 E-PASS sales and 3,782 E-PASS account reloads



Temporarily closed beginning March 19th due to COVID-19

PROGRESS OF MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 429 Stoneybrook West Interchange	\$10.6	\$8.2	79%	78%	■	Nov. 2020
SR 528 / SR 436 Interchange Improvements	\$106.5	\$16.2	0%	15%	■	Jan. 2023
SR 417 Widening from Econlockhatchee to Seminole Co.	\$45.5	\$44.4	100%	99%	■	Aug. 2020

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

	Contract (millions)	Spent (millions)	Lanes Complete 241/415	Lanes Goal	VAR	Lanes Completion Date
Toll System Replacement	\$54.4	\$33.8	58%	63%	■	March 2021

LEGEND: % Lanes Complete - % Lanes Goal >= 0 ■ -0.1 to -10 ■ < -10.1 ■

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$73.9	\$46.4	59% ■
OM&A Expenses	\$7.5	\$8.3	10% ■
Net Revenue	\$29.7	\$1.4	2007% ■

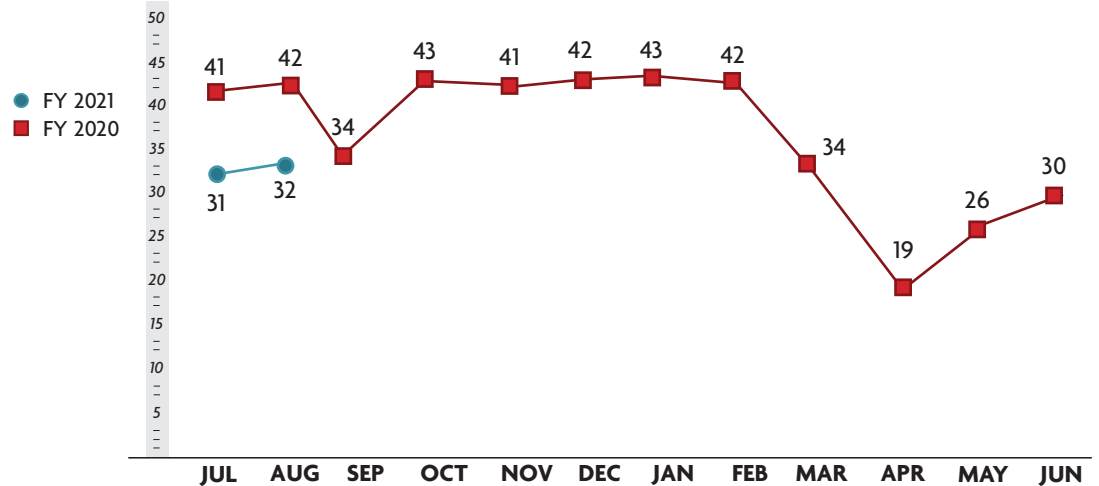
LEGEND: >= 0 ■ -0.1 to -10 ■ < -10.1 ■

DEBT SERVICE

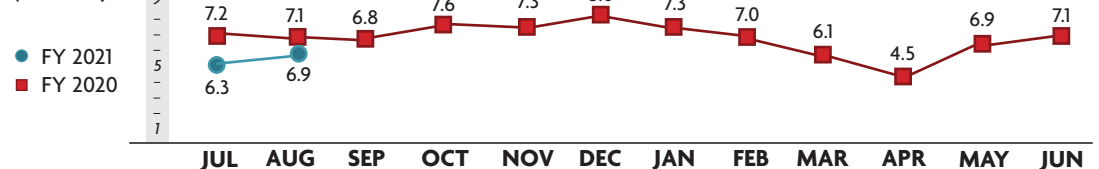
FY to Date	Actual	Budget
Senior Lien	1.81	1.68
Subordinate Lien	1.75	1.62

LEGEND: >1.45 ■ >1.21 to 1.44 ■ <= 1.2 ■

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



UNPAID IN LANE TRANSACTIONS (millions)



F.

Regular Agenda Items

F. 1.



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

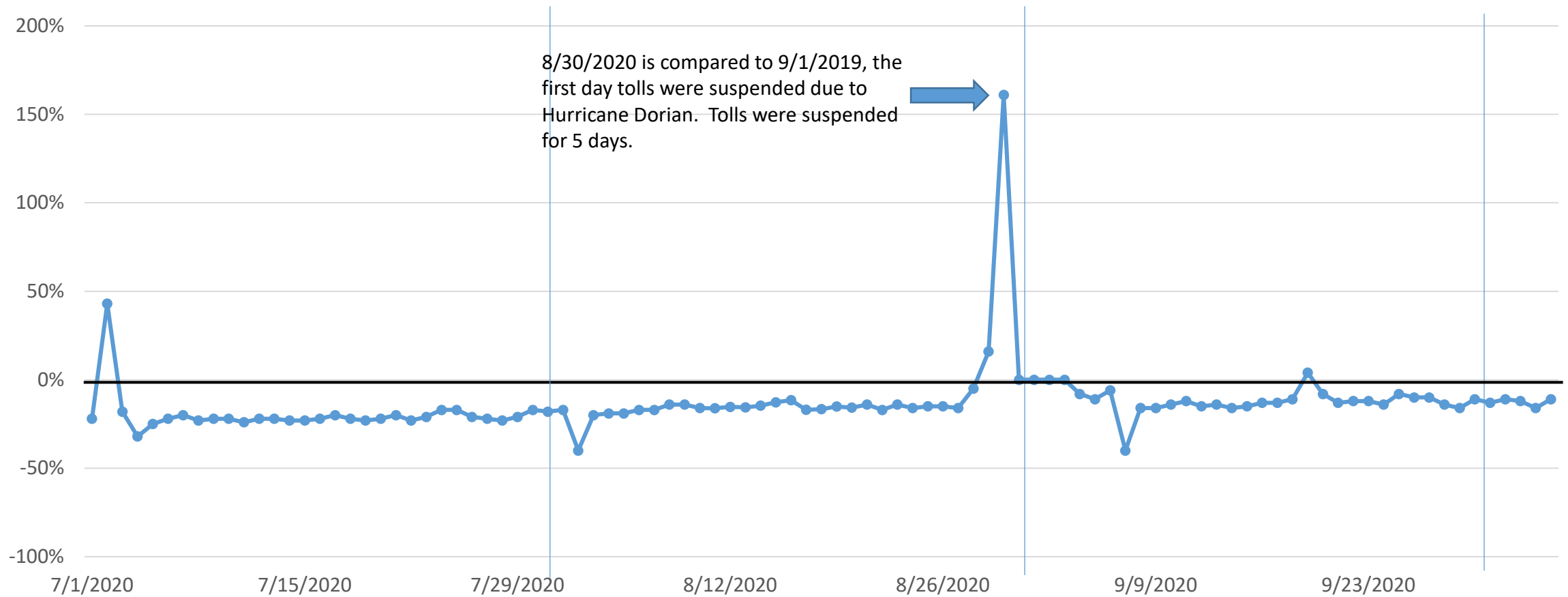


MONTHLY COVID-19 FINANCIAL ASSESSMENT

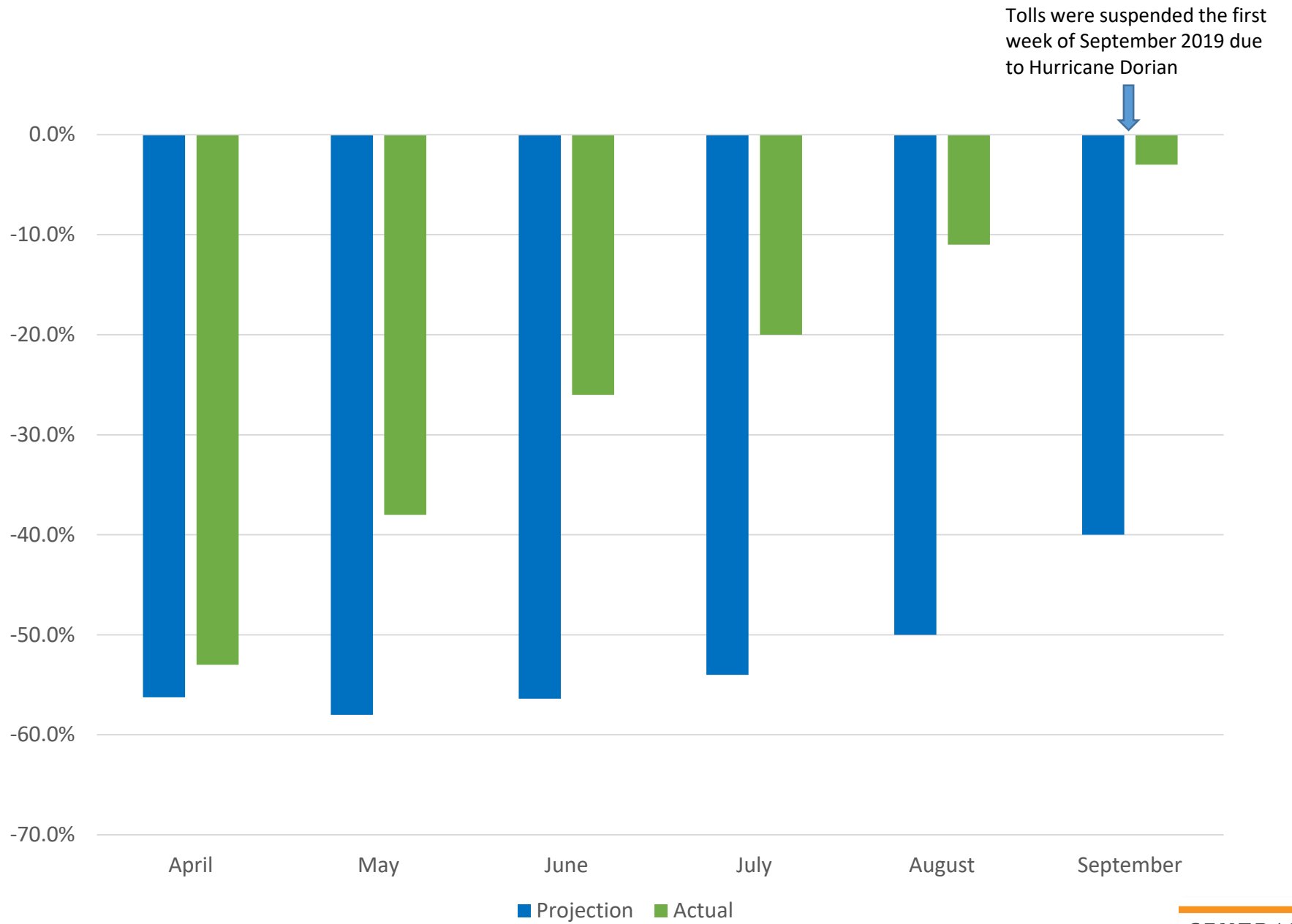
Lisa Lombard, Chief Financial Officer

— October 8, 2020 —

Daily Revenue Variance Over Prior Year



COVID Impact by Month



Through 10.05.2020

Strengths

739 days cash on hand

*as of 10.02.2020

Reserve balance of
\$171,757,947

*as of 10.02.2020

Construction fund cash
balance is \$404,583,843

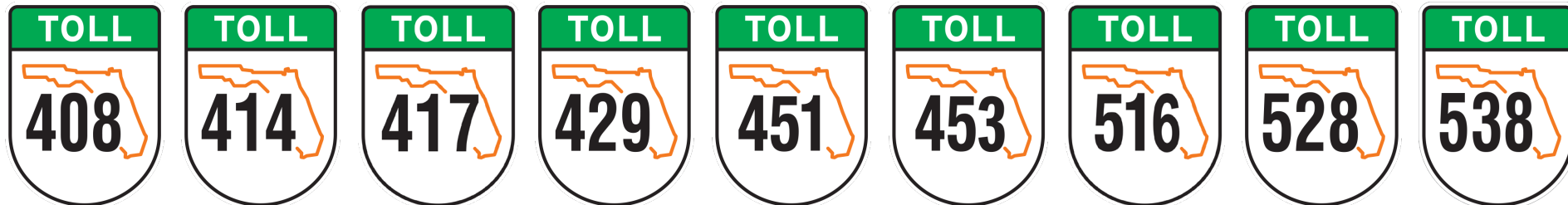
- Amount available for
Construction Projects
\$75,834,999

*as of 10.02.2020

Construction Fund Allocation

As of October 2020

- **Poinciana Parkway Widening**
- Dynamic Message Sign Replacements
- Renovation of E-PASS Service Center
- SR 408 Aesthetic Coatings
- SR 429 Pavement Repair
- 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
- 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 2021 Year-to- Date Budget</u>	<u>FY 2021 Year- to-Date Actual</u>	<u>FY 2021 Year-to- Date % Variance</u>
Total Revenues	\$72,291,876	\$112,922,633	56.2%
Total OM&A Expenses	15,818,175	14,646,036	7.4%
Net Revenues After Debt Service	1,540,366	43,400,554	2717.5%
Work Plan Expenses	262,658,000	21,985,790	8.4%

*As of 9.30.2020

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



F. 2.

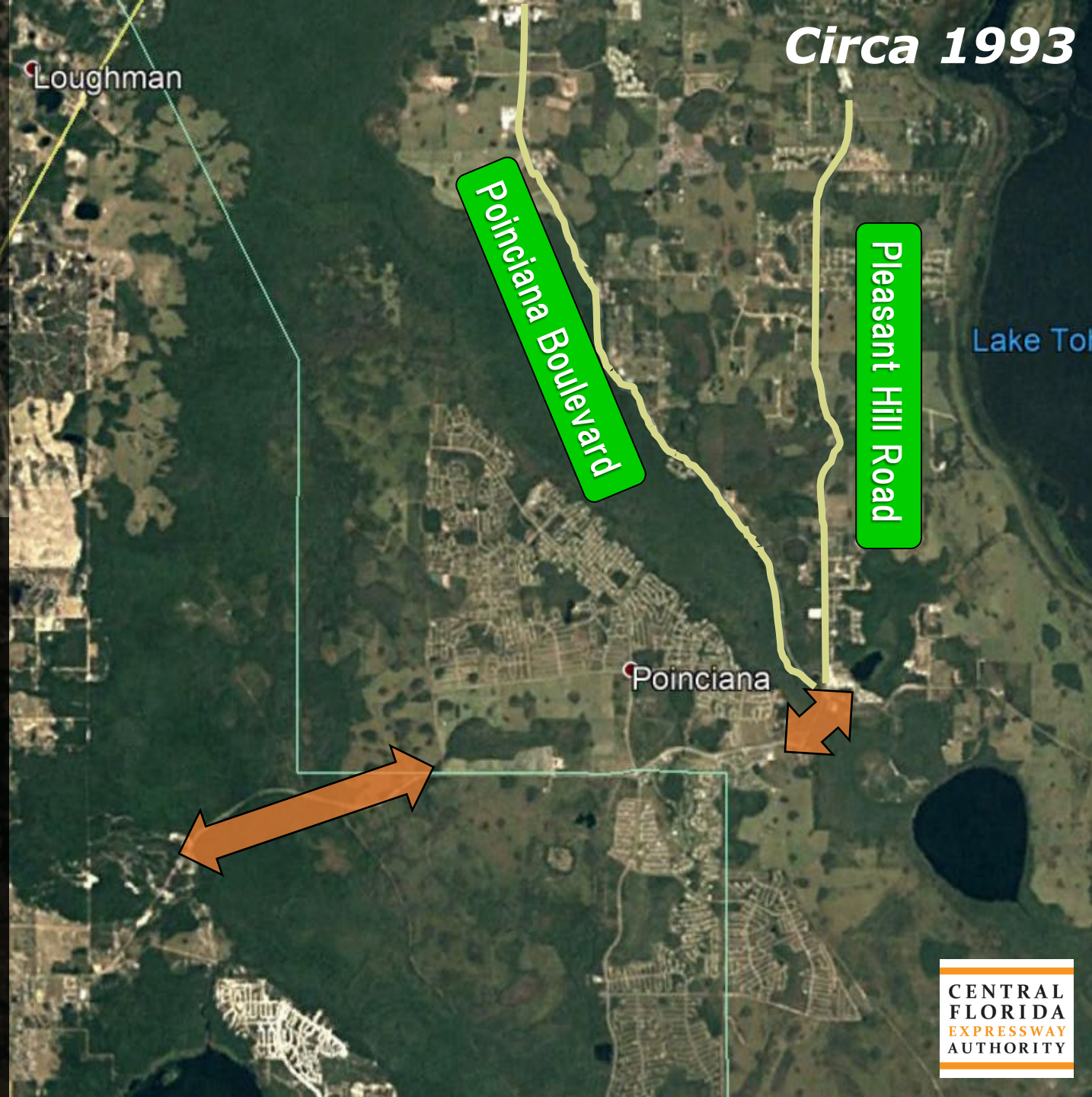
A wide-angle photograph of a highway construction site at sunset. The sky is a mix of orange, yellow, and blue. In the foreground, a large, light-colored concrete pillar stands on the left. A red crane is positioned in the middle ground. To the right, another concrete pillar is under construction, surrounded by a complex network of black steel scaffolding. In the background, a multi-lane highway with several cars is visible. A green highway sign for Goldenrod Rd is also present.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Poinciana Parkway Widening
Will Hawthorne, PE, Director of Engineering
— October 8, 2020 —

Poinciana Parkway (SR 538) History

- 1990's → Planning Begins
- 2013 → Design Begins
- 2016 → Open to Traffic
- 2018 → Ownership Transfer to CFX



Circa 1993

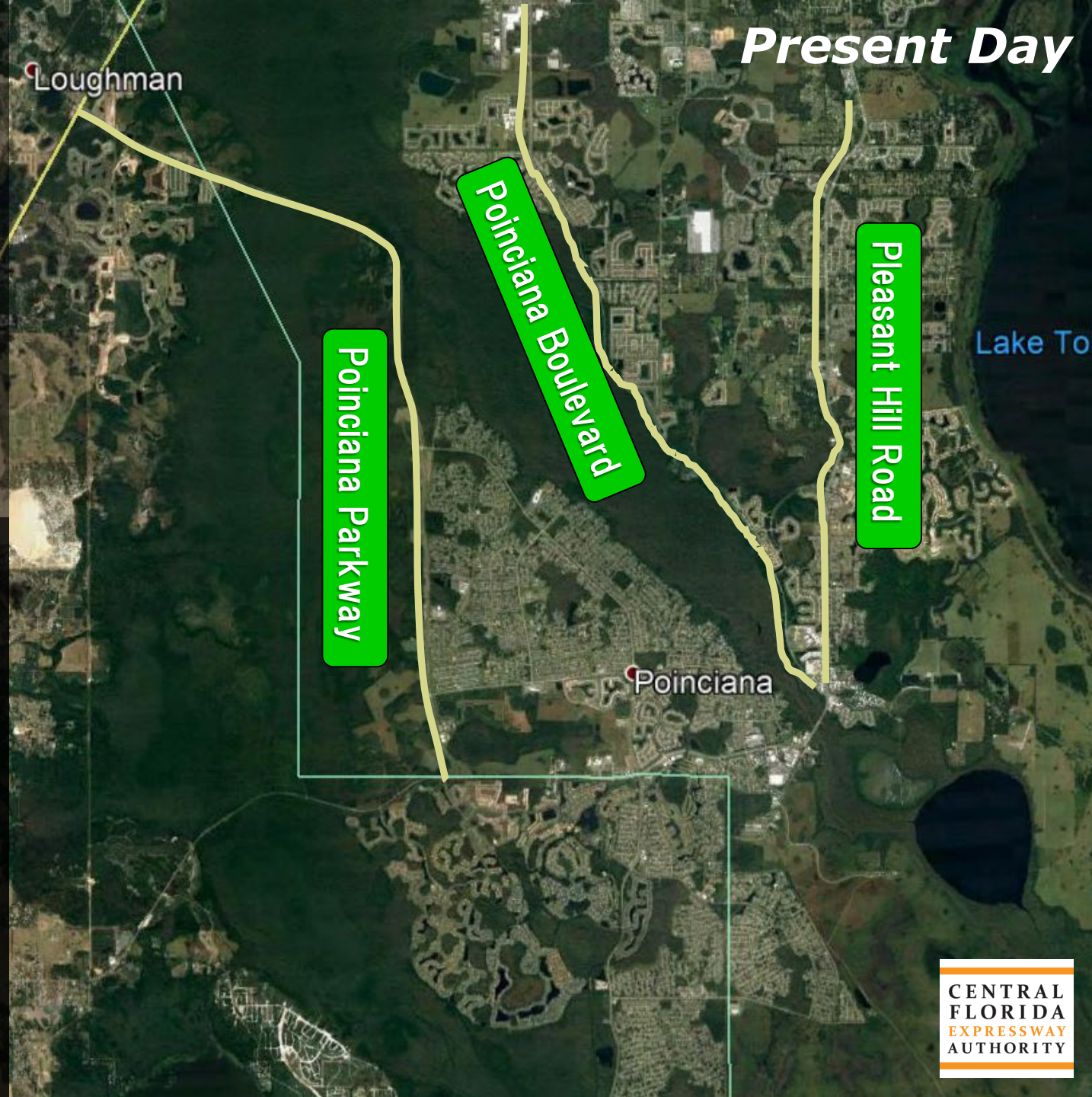
Poinciana Parkway (SR 538) History

1990's → Planning Begins

2013 → Design Begins

2016 → Open to Traffic

2018 → Ownership Transfer to CFX



An aerial photograph showing a road corridor through a lush, green forested area. A large pond is visible on the left side of the road. The road is a two-lane roadway with a yellow center line and white edge lines. The surrounding landscape is dense with trees and vegetation. In the background, a small town or village is visible under a clear sky.

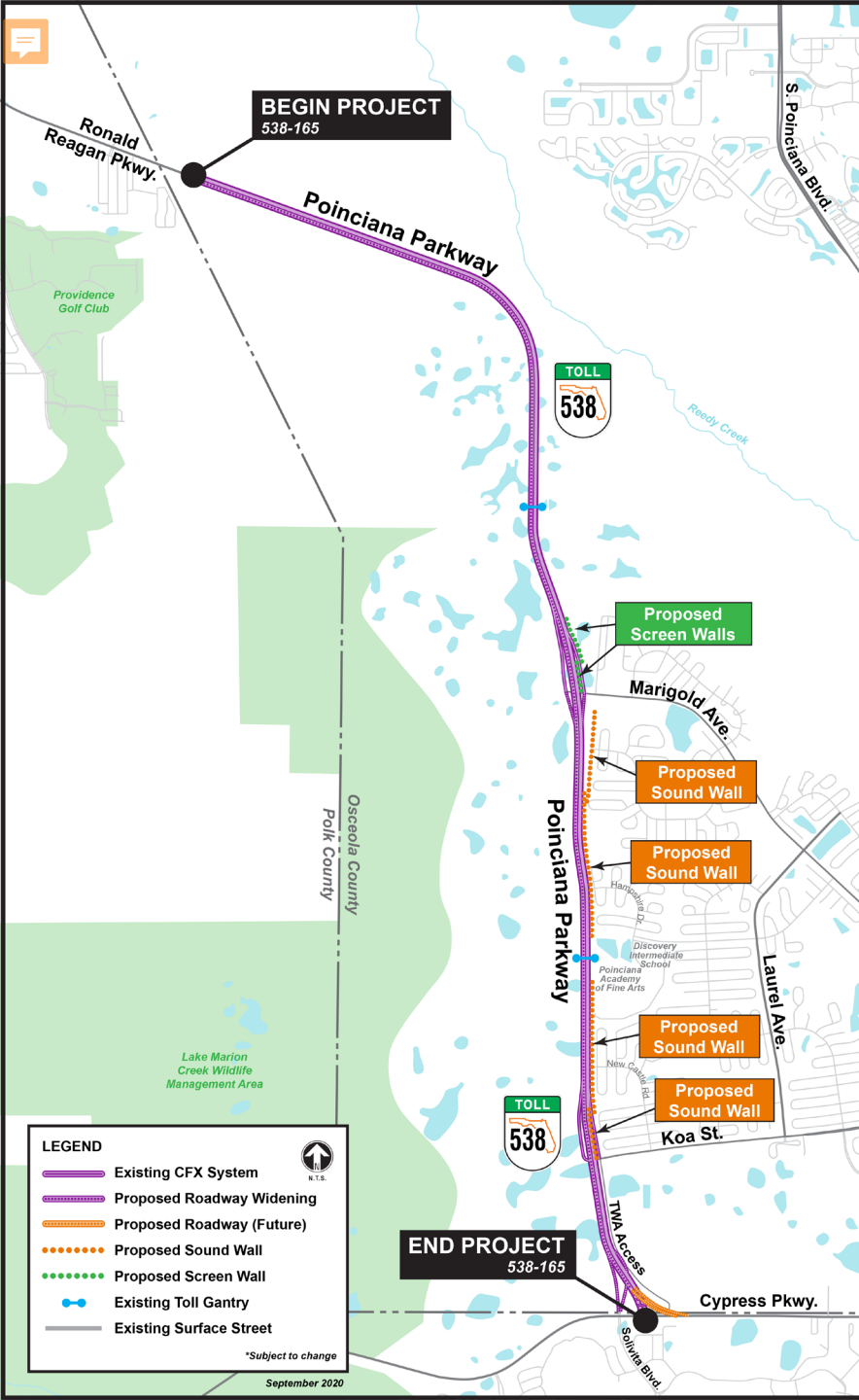
Corridor Features

Existing

- 7.2 Miles
- 6,200' Reedy Creek Mitigation Bank
- 2-Lane Roadway, 55 MPH
- 2 Partial Interchanges – Marigold, Koa
- 2 Tolling Points – Marigold, Koa

Proposed (*Traditional CFX Expressway*)

- 4-Lane Roadway, 65 MPH
- Complete Marigold Interchange
- Noise Walls



Contractor/Designer Selection

April 26, 2020 → Advertisement for Letters of Interest

May 18, 2020 → Seven Letters of Interest Received

May 28, 2020 → Four Shortlisted Teams

- The Lane Construction Corporation/DRMP
- Hubbard Construction Company/Atkins North America
- Southland Construction, Inc./KCA
- Jr. Davis Construction Company, Inc./Horizon Engineering

September 17, 2020 → Bid Opening



Bids Received

The Lane Construction Corporation	\$92,628,420.00
Jr. Davis Construction Company, Inc.	\$97,416,741.00
Southland Construction, Inc.	\$99,537,777.76
Hubbard Construction Company	\$103,170,014.74

Work Plan Estimate: **\$117,340,000.00**

Engineers Estimate: **\$120,405,120.00**

Recommended Motion

Board award of the contract to The Lane Construction Corporation for design/build services for the SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway in the amount of \$92,628,420.00.

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
THE LANE CONSTRUCTION CORPORATION**

**DESIGN/BUILD SERVICES FOR
SR 538 POINCIANA PARKWAY WIDENING FROM
RONALD REAGAN PARKWAY TO CYPRESS
PARKWAY**

**PROJECT 538-165
CONTRACT NO. 001685**

**CONTRACT DATE: OCTOBER 08, 2020
CONTRACT AMOUNT: \$92,628,420.00**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL
SPECIFICATIONS, TECHNICAL SPECIFICATIONS, SPECIAL
PROVISIONS, DESIGN CRITERIA, DESIGN STANDARDS,
CONCEPT PLANS, PROPOSAL, ADDENDA, PUBLIC
CONSTRUCTION BOND AND FORMS**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS,
TECHNICAL SPECIFICATIONS, SPECIAL PROVISIONS, DESIGN CRITERIA,
DESIGN STANDARDS, CONCEPT PLANS, PROPOSAL, ADDENDA, PUBLIC
CONSTRUCTION BOND AND FORMS**

FOR

**DESIGN/BUILD SERVICES FOR
SR 538 POINCIANA PARKWAY WIDENING FROM RONALD REAGAN PARKWAY
TO CYPRESS PARKWAY**

**PROJECT 538-165
CONTRACT NO. 001685**

OCTOBER 2020

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	Deign Criteria Package	1 – 28
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	Attachment C – Central Florida Expressway Authority Special Provisions	
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	Attachment E – WMD Permit Nos. 53-00216-P and 49-00094-S-66	
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	Attachment G – Typical Sections, Design Criteria, and Minimum Pavement Design	
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**AGREEMENT FOR
DESIGN/BUILD SERVICES FOR SR 538 POINCIANA PARKWAY WIDENING
FROM RONALD REAGAN PARKWAY TO CYPRESS PARKWAY
PROJECT NO. 538-165, CONTRACT NO. 001685**

THIS AGREEMENT FOR DESIGN/BUILD SERVICES FOR SR 538 POINCIANA PARKWAY WIDENING FROM RONALD REAGAN PARKWAY TO CYPRESS PARKWAY (“AGREEMENT”) is made and entered into as of the 8th day of October 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 The Lane Construction Corporation, (hereinafter called “DESIGN/BUILDER”), a foreign profit corporation, registered and authorized to conduct business in the State of Florida, whose principal address is 2601 Maitland Parkway, Maitland, FL. 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 SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165 (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 SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway, Project 538-165 (“RFP”); and

WHEREAS, DESIGN/BUILDER submitted a proposal in response to the RFP; and

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 1050 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 1080 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 Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00) 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 Five Thousand and 00/100 Dollars (\$5,000.00) 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 \$92,628,420.00 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-8, 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. Limited Notice to Proceed and Notice to Proceed.

D. Performance and Payment Bond, consisting of pages PPB-1 through PPB-4.

E. 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”).

F. Addenda numbers 1 through 9 inclusive.

G. 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:

- Documents;
- A. CFX's approval of any required Submittals pursuant to the Contract
 - 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.

Project No. 538-165
Contract No. 001685

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. 538-165
Contract No. 001685

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 October 08, 2020.

THE LANE CONSTRUCTION CORPORATION

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

EXHIBIT "A"
SCOPE OF SERVICES

DESIGN/BUILD SERVICES FOR
SR 538 POINCIANA PARKWAY WIDENING FROM
RONALD REAGAN PARKWAY TO CYPRESS PARKWAY
CONTRACT NO. 001685; PROJECT 538-165

1.0 PROJECT DESCRIPTION

The project generally involves the design and construction of the SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway as identified in the Design Criteria package.

2.0 DESIGN SERVICES

2.1 The Design/Builder shall provide the services necessary to complete the design of the SR 538 Poinciana Parkway Widening from Ronald Reagan Parkway to Cypress Parkway and all site improvements in accordance with the Contract Documents.

2.2 The Design/Builder shall provide continuous quality control and quality assurance reviews prior to each submittal in accordance with the Design/Builder's approved quality control plan. The measures to be provided shall be sufficient to establish that "due care" has been used in the preparation of the work and documents.

2.3 Design Criteria are detailed in the Design Criteria Drawings and Design Criteria Specifications.

3.0 BUILD (CONSTRUCTION) SERVICES

3.1 The Design/Builder shall provide all labor, materials, equipment and incidentals necessary to construct the project in accordance with the plans and specifications prepared by the Design/Builder and approved by CFX.

4.0 ADDITIONAL SERVICES

Additional services may be assigned to the Design/Builder in accordance with the Agreement and this Scope of Services. No work shall be accomplished under additional services without prior written authorization from CFX to perform the work.

5.0 COMPENSATION

Compensation will be paid in accordance with the Contract documents.

END OF SCOPE OF SERVICES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**DESIGN/BUILD
Design Criteria Package**

For

**SR 538 Widening
From Ronald Reagan Parkway to Cypress Parkway**

**CFX Project Number: 538-165
Contract No. 001685**



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



May 26, 2020

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ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Request for Price Proposal (RFP) as though fully set forth herein.

- Attachment A – Central Florida Expressway Authority General Specifications
- Attachment B – Central Florida Expressway Authority Technical Specifications
- Attachment C – Central Florida Expressway Authority Special Provisions
- Attachment D – NOT USED
- Attachment E – WMD Permit Nos. 53-00216-P and 49-00094-S-66
- Attachment F – ACOE Permit No. SAJ-2008-02694 (SP-AWP)
- Attachment G – Typical Sections, Design Criteria, and Minimum Pavement Design
- Attachment H – Noise Wall Requirements
- Attachment I – Aesthetic Requirements
- Attachment J – Central Florida Expressway Authority ITS Design Standards
- Attachment K – General Tolling Requirements and Typical Tolling Conduit Layouts
- Attachment L – Concept Plans
- Attachment M – Central Florida Expressway Authority Lighting Design Standards
- Attachment N – Utility Contacts and Coordination

REFERENCE DOCUMENTS

The following documents are being provided with this RFP. Except as specifically set forth in the body of this RFP, these documents are being provided for reference and general information only. They are not being incorporated into and are not being made part of the RFP, the contract documents or any other document that is connected or related to this Project except as otherwise specifically stated herein. No information contained in these documents shall be construed as a representation of any field condition or any statement of facts upon which the Design-Build Firm can rely upon in performance of this contract. All information contained in these reference documents must be verified by a proper factual investigation. The bidder agrees that by accepting copies of the documents, any and all claims for damages, time or any other impacts based on the documents are expressly waived.

- Existing OCX ITS Project Plans
- Existing ITS Electrical Service Points
- Existing “As-Built” Plans for Poinciana Parkway
- Report of Geotechnical Engineering Investigation
- Platted Right of Way Maps
- Project Base Area CADD Files
- Southport Connector Expressway CF&M Study

1.0 Design Criteria Introduction and Design-Build Responsibility

This Design Criteria Package includes the criteria for the design of several components, as noted below, associated with the widening of SR 538 (A.K.A. Poinciana Parkway), an existing two-lane undivided limited access facility.

The project will transition the existing two-lane undivided roadway to a four-lane divided roadway beginning along Ronald Reagan Parkway south of the Polk/Osceola County line and ending north of the proposed bridge over the Reedy Creek Mitigation Bank (RCMB). New ramps to and from the south will be constructed at the existing SR 538 interchange with Marigold Avenue. The existing “spur” from SR 538 to Cypress Parkway is to be removed and replaced with a new alignment terminating at the existing Cypress Parkway intersection with Solivita Blvd.

The Design-Build Firm shall perform all survey, geotechnical investigations, coordination, and design to produce final approved construction plans for the roadway, signing and pavement markings, signalization, lighting, ITS, bridge, miscellaneous structures, temporary traffic control, utilities, and toll gantry components.

The Design-Build Firm shall be responsible for compliance with Design Criteria Package which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Price Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project shall be provided to CFX’s Project Manager.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid on their own opinion of the conditions to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate project management best practices while working on this Project. These include communication with CFX and others as necessary, management of time and resources, and documentation.

In addition to the dates listed in the Request for Letters of Interest, the following schedule is included as part of the procurement process:

- Pre-Bid Meeting (6/9/2020)
- One-on-One Question and Answer Meetings with Shortlisted Firms (6/22 – 6/26/2020)
- On-Site Examination of Test Pits (6/25/2020)
- Cut-off for Questions (8/5/2020)
- Price Proposals Due (8/21/2020)

1.1 Project Description

Roadway:

The existing roadway was designed and constructed as the half-section of an ultimate six-lane divided limited-access facility. This project is to construct the eastbound two lanes to create the proposed four-lane divided condition between Ronald Reagan Parkway and Cypress Parkway from

Sta. 510+00 +/- to Sta. 855+00 +/- (approximately 34,500 feet).

The roadway transition to the four-lane divided section shall be complete prior to Sta. 520+00. No merge or “lane drop” markings are allowed on the existing SR 538 bridge over RCMB.

The proposed interchange layouts are shown in the Conceptual Roadway Plans. New ramps will be required to and from the south at the interchange with Marigold Avenue. The existing ramps to and from the north at the Marigold Avenue and Koa Street interchanges are to be modified to accommodate the roadway improvements.

New ramps are required from SR 538 to Cypress Parkway at the existing intersection with Solivita Boulevard. The ramps shall be designed to accommodate the future extension of SR 538 to the east known generally as the “Southport Connector Expressway.” Spur A shall be a minimum of one lane and shall be barrier wall separated from the existing Toho Water Authority (TWA) Access Road. Spur B shall be a minimum of two lanes and shall be designed to accommodate a future two-lane exit with a physical gore located prior to Sta. 854+00. The Design-Build Firm shall design the future SR 538 horizontal and vertical alignment to a minimum station location of Sta. 895+00 with SR 538 over Spur A, the existing TWA Access Road, and existing Cypress Parkway. The Design-Build Firm shall coordinate this future design requirement with Polk County’s planned widening project along Cypress Parkway.

Single-lane ramps, including Spur A, shall be designed as parallel-type entrances with a minimum length of 1200’ inclusive of the pavement taper.

Begin stationing for the project is to be set at Sta. 500+00.00 at the intersection of the Centerline of Construction (C/L Const. SR 538) and the Polk/Osceola county line. Stationing shall be continuous and without station equations to a minimum station limit of Sta. 895+00.

Except as required to design and construct the project in NAVD 1988 datum, the following are the maximum permitted design deviations from the horizontal and vertical alignments shown on the Concept Plans:

- SR 538 Mainline Roadway: One (1) foot horizontal and +/- one (1) foot vertical
- SR 538 Mainline Bridges: One (1) foot horizontal and
 - Match existing bridge PGL elevations (RCMB)
 - +/- four (4) inches vertical (Marigold and Koa)
- SR 538 Single-lane Ramps: Ten (10) feet horizontal and +/- two (2) feet vertical
- SR 538 Spurs A and B: Five (5) feet horizontal and +/- two (2) feet vertical
- No reductions in the median widths shown on the Typical Sections are allowed
- No embankment or side slopes steeper than 1:3 (Vertical:Horizontal)

The existing SR 538 roadway, existing ramps, and existing side streets (Marigold Avenue, Koa Street, and Cypress Parkway) are to be milled and resurfaced within the limits of the project including to the limits of the Temporary Traffic Control markings as required to construct the project.

Limits of FC-5 placed along the ramps, existing and proposed, shall be per current CFX preferences.

All existing guardrail not meeting current standards shall be removed and replaced within the project limits including removal and replacement of the miscellaneous asphalt pavement.

All existing guardrail, end anchorages, attenuators, and miscellaneous asphalt pavement originally

designed and installed for two-way traffic shall be removed and replaced in accordance with current standards for one-way (westbound) traffic.

The Design-Build Firm shall maintain access from SR 538 to the existing ponds. Any modifications to the existing maintenance access or pond driveways required to accommodate the proposed design and construction shall be coordinated with CFX.

Provide Type B Fence along the R/W in accordance with CFX preferences. Existing Type B fence that is not in conflict with the proposed construction may remain in-place. Additional proposed fencing is shown on the Concept Plans.

Provide a 3-ft wide mulch strip (pine straw mulch, 3" deep) between all proposed walls and the adjacent sodded area.

All disturbed areas shall be sodded to the limits of construction as noted on the Typical Sections.

The existing roadway, survey, and concept plans are in NGVD 1929 datum.

The proposed roadway shall be surveyed, designed, and constructed in NAVD 1988 datum.

The Concept Roadway Plan-Profiles are included in Attachment L – Concept Plans.

Drainage, Permitting, and Environmental:

Existing permits from the US Army Corps of Engineers (USACE, A.K.A ACOE) and the South Florida Water Management District (SFWMD) are included in the Attachments; modifications to these permits have been submitted by CFX based on the Concept Plans and are under review by the applicable agencies. RAI's, correspondence, and/or approvals received to-date are included in the Attachments.

Species including, but not limited to, the following may be encountered and fall under the jurisdiction of the permitting agencies:

- Bonneted Bat
- Wood Stork
- Gopher Tortoise
- Eastern Indigo Snake

The Design-Build Firm shall construct all stormwater management systems, including Pond 5-1, in accordance with CFX standards, the FDOT Drainage Design Manual, and the conditions of these permits and/or modifications. Any deviations from what is permitted may require an additional Permit Modification, which will be provided by the Design-Build Firm and submitted by CFX to USACE and/or SFWMD. Any proposed drainage features including ditches, pipes, drainage structures, or other stormwater management elements shown on the Concept Plans are for reference only. The Design-Build Firm shall be solely responsible for the design and construction of all stormwater management systems.

No changes to off-site drainage facilities located within CFX's R/W are permitted except as shown on the Concept Plans.

Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with CFX. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur within sixty (60) calendar days after the Limited Notice to Proceed.

The Design-Build Firm shall provide CFX a signed and sealed Drainage Design Report. It shall include all drainage computations, both hydrologic and hydraulic, and shall be in accordance with the CFX Design Guidelines.

All calculations shall require CFX's approval. The drainage documentation shall not solely reference any previously prepared design documentation or existing permit information as support for the Design-Build Firm's Project design. All pertinent information prepared by others shall be verified by the Design-Build Firm before being incorporated into the corresponding sections of the Project design documentation. An attachment of entire previously prepared documents will not be accepted.

The Design-Build Firm may construct a haul road across the RCMB located between the existing and proposed bridges with the following restrictions and conditions:

- 15-foot minimum, 30-foot maximum width at a maximum elevation of 68.5' (NGVD) with 1:4 (max) side slopes to existing natural ground
- Provide a weir at elevation 67' (NGVD) matching the existing haul road weir length and location
- Match existing cross drain locations and hydraulics
- Remove the existing haul road to an elevation at, or below, 66' (NGVD)
- Existing pipes may remain
- After completion of the proposed bridge over RCMB, the Design-Build Firm's haul road is to be removed to an elevation at, or below 66' (NGVD); the cross drains may remain

Structures:

The Design-Build Firm shall design and construct all bridges required for the widening of SR 538. Bridge locations are as follows:

- SR 538 EB over RCMB
- SR 538 EB over Marigold Avenue
- SR 538 EB over Koa Street

A deep foundation consisting of 18" Pre-Stressed Concrete driven piles will be required for all bridge piers and abutments. All proposed retaining walls shall match the existing appearance, pattern, style, and aesthetics of the existing walls at each bridge location.

All exposed bridge components and walls shall receive an applied surface finish, with color, in accordance with the details provided in the concept plans and aesthetic requirements. Existing bridge components and MSE walls shall be cleaned prior to receiving an applied surface finish, with color in accordance with the details provided in the concept plans and aesthetic requirements.

Wall control drawings are required for all proposed retaining, sound, and planter walls shown on the Concept Plans and as required by the Design-Build Firm to complete the design and construction of the project. Soundwall Nos. 1 and 2 are to be a nominal height of fourteen (14) feet, "post and panel" type, with a maximum vertical step of twelve (12) inches per two (2) sections of wall panels. Soundwall No. 3 is to be a nominal height of eight (8) feet, combination traffic railing/soundwall, in accordance with Standard Plans Index 521-510. Any planter or retaining walls located between the SR 538 mainline and ramps proposed by the Design-Build Firm are to be set at a minimum offset of forty-two (42) feet from the ramp baselines. All walls, regardless of location or type shall adhere to the aesthetic requirements included in Attachment I.

A concrete traffic railing is to be constructed between the existing and proposed bridges over RCMB, Marigold Avenue, and Koa Street in lieu of the "slope guard" guardrail shown on Standard Plans Index 536-001, Sheet 19 of 24. The traffic railing shall be in accordance with Standard Plans Index 521-001 and shall be designed such that the height of the proposed wall does not extend beyond the top of the F-shape traffic railing at the existing bridge locations.

Provide a pilaster at intermediate Bent 32, Sta. 556+99, designed to accommodate the proposed CCTV shown on the Concept Signing and Pavement Marking Plan.

The Concept Structures Plans are included in Attachment L – Concept Plans.

Toll Gantries:

Two existing mainline gantries are located within the project limits; north of Marigold Ave (Sta. 657+00 +/-) and north of Koa Street (Sta. 790+00 +/-). The Design-Build Firm shall either modify the existing gantry structure or provide a new structure at the same station location as required to accommodate the proposed EB lanes and the additional toll collection equipment. All gantry structures shall be designed for the ultimate six-lane typical section. Any modifications to the existing equipment are to be coordinated with the CFX Toll Equipment Contractor. New toll collection equipment will be provided by CFX and will require 30 days to install and test the equipment prior to operations. All exposed components shall receive an applied surface finish, with color, in accordance with the details provided in the Concept Plans and aesthetic requirements.

Right-of-Way:

All right-of-way required for the project has been obtained. See the Concept Plans and right-of-way maps for right-of-way. The Design-Build Firm shall not use any property outside of the right-of-way.

Geotechnical:

Existing geotechnical information collected for the original construction of Poinciana Parkway has been provided in the Reference Documents for the Design-Build Firm's review. Additional preliminary geotechnical investigations and reports for the widening have been performed for the project and are included in the Reference Documents. These are provided for informational purposes only. The Design-Build Firm is responsible for its own geotechnical investigations, analysis, reporting, and implementation.

Traffic Control:

The Design-Build Firm is responsible for developing and implementing a Temporary Traffic Control Plan (TTCP) in accordance with FDOT and CFX criteria. In the event that the SR 538 Extension (CFX Project No. 538-234) is under construction concurrently with this project, the Design-Build Firm shall coordinate traffic control activities with the adjacent project's contractor.

Signing and Pavement Markings:

All signing and pavement markings shall be in accordance with current CFX standards.

Signs designated as OC-XX on the Concept Plans shall be overhead cantilever-type signs. The use of multi-post ground mount signs at these locations is prohibited. All overhead signs shall have luminaires.

All signs within the project limits are to be removed and replaced unless otherwise noted on the Concept Signing and Pavement Marking Plan. Additional warning and regulatory signing in accordance with FDOT and MUTCD criteria not shown on the Concept Plans shall be the sole responsibility of the Design-Build Firm.

The use of PPRT pavement markings is required in accordance with CFX standards and specifications for all roadway facilities within the project limits except as follows:

- SR 538 mainline transition area from Begin Construction to Sta. 525+00
- Side Streets including Marigold Avenue, Koa Street, and Cypress Parkway
- Ramp terminals within the limits of the return radii
- Arrows, messages, and stop bars

All pavement markings not designated as PPRT shall be thermoplastic.

All sign panels are to be fabricated utilizing the "digital print" method.

The Concept Signing and Pavement Marking Plans are included in Attachment L – Concept Plans.

Signalization:

The existing signal at SR 538 and Cypress Parkway is to be removed and replaced with a new mast arm signal at the intersection of Solivita Blvd and Cypress Parkway. The proposed mast arms along Cypress Parkway shall be designed to accommodate future dual left turning movements. The signal design shall be in accordance with current CFX, FDOT, and Polk County standards and specifications. The existing signal equipment shall be salvaged and delivered to Polk County at their direction.

The conceptual signal pole locations are included with the Concept Signing and Pavement Marking Plans.

Lighting:

Roadway lighting will be required within the project limits along SR 538 from Sta. 632+00 to Cypress Parkway, including SR 538 Spur A and Spur B, and along Cypress Parkway within the limits of the auxiliary (turn) lanes approaching SR 538 Spur A and Spur B.

All lighting within the project limits shall be LED.

The Design-Build Firm shall prepare the design plans and supporting documentation in accordance with FDOT and CFX standards. Supporting documentation includes, but is not limited to, lighting photometric analysis, electrical load analysis and power service requirements, voltage drop, short circuit current, arc flash hazard analysis, and other related documentation as part of the Lighting Design Analysis Report (LDAR).

All roadway lighting, including underdeck and sign lighting, shall be designed to accommodate the CFX-approved Lighting Asset Management System (LAMS). Data Table(s) developed for the lighting plans are to be expanded to include columns for the GPS location and serial number of each node to be installed. Plan notes will be required instructing the contractor to collect this data during installation. Completed Data Table(s) with the collected information are required for programming of the LAMS software and must be included as part of the Contractor's close-out documentation. This system will consist of the following;

- Wireless nodes installed on the photocell receptacle of each cobra head luminaire
- Wireless nodes installed on the photocell receptacle of each wall mounted under deck
- Wireless nodes installed on the photocell receptacle(s) of each remote driver cabinet(s)
- Wireless Data Collection Gateway(s) connected to the CFX network
- Central Management cloud based Software by Pangea
- Programming of the Pangea software

The Design-Build Firm shall coordinate final locations of distribution transformers and service poles to minimize service and branch circuit conductors and conduit lengths. Each service point shall be separately metered. The Design-Build Firm is responsible for the cost of installing all secondary electric facilities from the transformer and/or electric meter to the facility requiring service. The Design-Build Firm shall demonstrate that the lighting system operates as specified (burn-in) at 100% for a period of seven (7) nights and is responsible for all recurring monthly charges during this "burn-in" and acceptance period. Any defective equipment shall be replaced immediately.

The conceptual lighting pole locations are included with the Concept Signing and Pavement Marking Plans.

Additional requirements are included in Attachment M – Central Florida Expressway Authority Lighting Design Standards.

ITS:

The Design-Build Firm shall prepare ITS plans in accordance with the governing regulations and code requirements. The Design-Build Firm shall protect and preserve all existing ITS components including Closed Circuit Television (CCTV) cameras, Traffic Monitoring Stations (TMS), Data Collection Sensors (DCS), fiber optic cable (FOC) communications system, FOC lateral drops, power infrastructure, and tone wire Line Management System (LMS) within the Project limits. Where existing ITS components are being replaced, the Design-Build Firm shall maintain the existing system until the new system is installed, integrated, tested and accepted for operations by CFX.

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the ITS devices. The Design-Build Firm 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-Build Firm's expense. The Design-Build Firm shall follow April 2020 CFX ITS Design Standards and Specifications (located within the attachments of this RFP package) for their design. The construction plan sheets shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:

- Project Layout/Overview sheets outlying the locations of field elements
- Detail Sheets on:
 - Fiber Optic Cable and Conduit Layout
 - Fiber Optic Splice Details
 - Electrical Service Point Details
 - Device Wiring Diagrams
 - Cabinet Layout Diagrams
 - Conduit, pull box, and splice vault installation
 - ITS Field Cabinets
 - Pull box, Splice Vault and Field Cabinet Concrete Apron details
 - Grounding Details
 - Structural Details
 - Report of Core Borings

The ITS plans shall include notes, plan sheets, pay items and details. In addition to the plan submittal the Design-Build Firm team shall submit a Design Methodology report which shall include the voltage drop calculations, arc flash analysis, load requirements, utility coordination documents and CCTV sightings.. The Design-Build Firm shall coordinate with CFX to include their most current required notes, details and other ITS conventions and details relating to pull boxes, splicing, cabinet layouts, ITS devices, and network equipment. All details and general notes prepared and included in the ITS Plans shall conform to the CFX ITS Design Standards dated April 2020. The Design-Build Firm shall use the CFX ITS Design Standards April 2020 version files for preparation of the ITS general notes and detail sheets.

The Design Methodology Report shall be in accordance with the latest CFX ITS requirements and include, but not be limited to:

- 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)

- Short Circuit Analysis and Arc Flash Analysis at all new and modified ITS Load Center locations
- CCTV Bucket Truck Sightings from all proposed CCTV locations. Height of sightings will match the proposed height of the CCTV camera.
- Typical Cabinet Load requirements
- Utility Coordination Documentation with Power Service Providers

The Design-Build Firm shall submit voltage drop calculations and documentation at every submittal for review and approval. The voltage drop calculations shall be submitted in a CFX approved format. The electrical documentation shall include, but is not limited to, the power requirements of the typical ITS Device sites shown within the plan set. The typical cabinet load shall be presented in table format and, at a minimum, shall list the cabinet location, devices included within the cabinet, and the power load associated with each device. The documentation shall contain a typical cabinet layout and power requirements per component, typical breaker panel assignments, and load center sizing requirements. The Design-Build Firm is to provide a detailed list of power requirements within a typical cabinet, this shall include the voltage drop calculation which shows a ten (10) amp load being carried to the furthest device and a maximum voltage drop of 5% on a circuit. No 240 volt service shall be installed into a Local Hub cabinet. CFX has the right to review and approve this documentation before implementation into the plans or field. In addition, a short circuit and arc flash hazard calculation in accordance with IEEE Standard 1584 shall be required at each ITS load center added or modified under this project. The associated Arc Flash Hazard Warning as specified by NEC Article 110.6 shall be applied to each new and existing load center power panel modified by this project.

The Design-Build Firm shall follow splicing standards as provided by CFX.. It is the responsibility of the Design-Build Firm to coordinate with CFX for the fiber allocation and fiber splicing configuration that shall be utilized on this project. Splicing Diagrams shall be submitted in a CFX approved format.

The Design-Build Firm shall utilize the CFX ITS Design Standards or Plan Details provided by CFX. Any deviation from the details provided shall be pre-approved by CFX before implementation into the plan set.

The 90% plans shall contain at a minimum the location of all proposed devices, power service for each device (finalized and documented with utility owners), fiber optic interconnect (including conduit, pullboxes, fiber optic cable, splice details, splice tables), definition of pay items, quantities, details, general notes and maintenance of communications plans. The Design-Build Firm's 100% plans shall address all 90% comments as well as provide all final quantities and design elements. CFX reserves the right to influence the design based upon planned ITS, facility, and roadway improvement projects or other requirements as identified by CFX.

After 90% plans are submitted to CFX, the Design-Build Firm and CFX representatives shall jointly survey the proposed device locations and utility power service demarcations (e.g. load centers, poles, meters, etc.) to avoid unforeseen problem areas, as well as jointly reviewing the problem areas and special requirements solutions. At each milestone review, representatives from each organization having ownership, control or jurisdiction of highways, bridges, land, utilities, waterways, rights-of-way and other facilities shall provide input during a site survey and any major project issues shall be investigated and resolved by the Design-Build Firm. The Design-Build Firm shall be responsible for coordinating all utility conflict resolutions with the appropriate agencies.

The ITS plans shall include, but not be limited to, the design, installation, testing, integration and

commissioning of the following:

- Design and install 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 equipment shall be in accordance with the CFX ITS Design Standard Details and specifications. The Design-Build Firm shall use the CFX Technical Special Provision for all ITS elements of the project. The ITS devices shall interface with the existing ITS system. The Design-Build Firm shall provide Bucket Truck video recordings for review and approval at all proposed locations within the project limits. CFX has the right to review and decline proposed locations. The Design-Build Firm shall complete Bucket Truck video recordings of proposed locations until CFX has agreed all CCTV locations.
- Design and install Traffic Monitoring Station (TMS) for all ramps (on-ramps, off-ramps & split ramps) within the project limits. Additionally, one intermediate TMS site shall be installed on an existing CCTV pole. This location shall be determined during the design process with CFX representatives. The equipment and installation shall be in accordance with the CFX Technical Special Provision and ITS Standard Details.
- Design and install the Blynscy Wi-Fi/Bluetooth Data Collection Sensor (DCS) for all exit ramps and DMS signs within the project limits. Additionally, one intermediate Blynscy Wi-Fi/Bluetooth DCS site shall be installed on an existing CCTV pole. This location shall be determined during the design process with CFX representatives. The equipment and installation shall be in accordance with the CFX Technical Special Provision and ITS Standard Details. The Design-Build Firm shall provide two (2) spare part kits for the Blynscy Wi-Fi/Bluetooth DCS system. The spare parts list is located within specification 663A.
- Design and Installation of 9-1” conduits within the entire length of the new eastbound outside shoulder, roadway and bridge. Throughout the extents of the RCMB Bridge, the 9-1” conduits shall be located between the outside bridge girder and the adjacent interior bridge girder. This shall include 2-72 SM fibers installed within the blue and orange conduits. A #12 AWG orange tone wire shall be installed within the black conduit with red stripes. The design and installation shall follow the ITS Design Standards and Specifications for equipment type, layout of conduits, and manhole spacing requirements. The Design-Build Firm shall avoid all conflicts with proposed sound walls, drainage structures, lighting structures/conduit and roadway elements.
- Design and Install of 9-1” conduits along the westbound direction of the mainline. Where new shoulder is being constructed in the westbound direction, the Design-Build Firm shall design and install the 9-1” conduits within the new westbound shoulder. Locations where new shoulder is not being constructed in the westbound direction, the Design-Build Firm shall design and install the 9-1” conduits within 5’ of the outside pavement of the existing roadway. If conflicts exist within 5’ of the outside pavement of the existing roadway then the Design-Build Firm shall propose a design alternative for CFX review and approval. All conduits shall be placed at a location that is accessible by maintenance crews; a 12’ wide service truck shall be able to access all conduit locations. Throughout the extents of the RCMB Bridge, 9-1” conduits shall be installed for the westbound direction on the existing bridge between the inside girder and the adjacent interior girder. The westbound conduits shall extend the entire length of the project and shall end at the construction limits. This shall include 2-72 SM fibers installed within the blue and orange conduits. A #12 AWG orange tone wire shall be installed within the black conduit with red stripes. The design and installation shall follow the ITS Design

Standards and specifications for equipment type, layout of conduits, and manhole spacing requirements. The Design-Build Firm shall avoid all conflicts with proposed sound walls, drainage structures, lighting structures/conduit and roadway elements.

- Design and installation of 3-1” conduits to each proposed ITS device. This shall include a 12 SM fiber optic cable located within the blue conduit for network connection to the ITS device Local Hub cabinet. A #12 AWG orange tone wire shall be installed within the black conduit with red stripes.
- Design and installation of 2-2” power conduits to each proposed ITS device. The power design shall follow the CFX ITS Design Standards and specifications. The maximum voltage drop allowed shall be 5% with a maximum wire size of #2 AWG wire at 480 Volts. The maximum electrical pull box spacing shall be 500 feet.
- Design and Install the CFX Wrong Way Driving (WWD) System on each exit ramp. The Design-Build Firm shall use the CFX Technical Specifications for all ITS elements of the project. Section 740 Wrong Way Detection System, Thermal Video Detection, shall apply to each WWD location. The ITS devices shall interface with the existing ITS system. The Design-Build Firm shall coordinate with TAPCO to determine spacing requirements for the WWD system at each ramp. The Design-Build Firm shall provide one (1) spare part kits for the WWD system. The spare parts list is located within specification 740.
- Design and Install Arterial Dynamic Messaging Signs (ADMS) approaching the Koa interchange and the Marigold interchange in the westbound direction. Additionally, ADMS shall be designed and installed along Cypress Parkway in each direction approaching the intersection of the SR 538 ramps and Solivita Blvd. The ADMS signs shall follow specification 734. The signs shall be placed along the arterial road at a location which follows the spacing guidelines within the MUTCD. CFX shall review and approve the location before any construction activity for the ADMS can commence. The Design-Build Firm shall coordinate placement of the ADMS with Polk County’s planned widening project EOR along Cypress Parkway to avoid conflicts with future widening. The Design-Build Firm shall provide two (2) spare part kits for the ADMS signs. The spare parts list is located within specification 734.
- The Design-Build Firm 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 Design-Build Firm shall design and install a method for maintenance personnel to access the site. All sites shall be reviewed by the Design-Build Firm 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 Design-Build Firm shall take into account sound wall locations which may block access to the ITS infrastructure. It is the Design-Build Firm’s responsibility to provide access at all locations.
- Design and Installation of Maintenance of Communication (MOC) Plans which will detail how the Design-Build Firm shall keep the existing CFX ITS infrastructure active throughout construction. This section of plan sheets shall include general notes, pay items, temporary splicing, temporary ITS infrastructure locations and construction phasing information.
- The Design-Build Firm shall maintain the existing connections from the Poinciana Parkway to CFX Headquarters and the Osceola County TMC at all times during

construction. There shall be no downtime of this connection for any reason.

Maintenance of Communication (MOC) plans shall be reviewed and approved by CFX before any temporary communication construction work is to be started. Any work started before an approved CFX MOC plan is at the risk of the Design-Build Firm and can be rejected by CFX. It is the Design-Build Firm's responsibility to provide a MOC plan which conforms to previous MOC plans approved by CFX. Temporary conduit, fibers, pull boxes and devices shall be proposed within the MOC plans to maintain the continuous operation of the existing ITS devices and network. Downtime allowance for both devices and the network can be found within the CFX ITS Specifications.

When creating the power design, the Design-Build Firm shall be mindful of system redundancy. While device co-location is desirable, the Design-Build Firm shall ensure such co-location does not occur to the detriment of the overall ITS system. 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-Build Firm 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-Build Firm 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.

The Design-Build Firm shall provide detailed restoration plans to CFX which show how damage to any ITS facility shall be restored. These details will become part of the as-built plans package. Restoration plans must follow the same guidelines for development and presentation of the as-built plans. The Design-Build Firm shall submit the restoration plans to CFX for review and approval before any remediation work proceeds.

All existing CFX ITS components and infrastructure (including power circuits and fiber optic cable) within the project limits shall be protected by the Design-Build Firm and kept in full operating condition from Project Notice and proceed until project final acceptance. The Design-Build Firm shall obtain approval for all fiber repair or replacement procedures from CFX staff before beginning construction. The maximum downtime of the fiber optic network (backbone or feeder cable) shall be 10 hours; it is the responsibility of the Design-Build Firm to be efficient in fixing the network in times of outage. Due to the sensitivity of CFX's fiber optic network infrastructure, the following additional requirement shall be met by the Design-Build Firm: If the restoration and repair are not performed as described above or within the specified time, CFX reserves the right to restore or repair the damage and will deduct the cost thereof from any monies due or which may become due to the Design-Build Firm under the Contract.

The Conceptual ITS Plans are included with the Conceptual Signing and Pavement Marking Plans. No electrical work has been shown within the concept plans. It is the Design-Build Firm's responsibility to design and install an electrical system that meets all CFX requirements listed within this document and the ITS design Standards and specifications. CFX shall review and approve the electrical design before any ITS electrical construction activity is allowed to be started on this project.

The existing and proposed concept ITS conduit and devices are included with the Concept Signing and Pavement Marking Plans.

Utilities:

The Design-Build Firm is solely responsible for all required utility coordination. Utility contacts and preliminary coordination documentation is included in Attachment N – Utility Contacts and Coordination.

1.2 Governing Regulations and Provisions for Work

The services performed by the Design-Build Firm shall be in compliance with all applicable manuals and guidelines, including the CFX, FDOT, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent consistent with the specific provisions in this document or as otherwise noted below, the current edition, including updates of the following Manuals and Guidelines, shall be used in the performance of this work. The current edition is defined as the edition in place as of the date of advertisement of this contract.

- FDOT Roadway Florida Design Manual (FDM) as amended by the Central Florida Expressway Authority's Design Guidelines
- FDOT Standard Plans for Road Construction
- FDOT Standard Plans for Bridge Construction
- FDOT Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, as amended by the Contract Documents
- CFX Design Guidelines (Latest Edition)
- CFX Guidelines for the Design and Preparation of Signing and Pavement Marking Plans (2014 Edition with 2018 Standards Updates)
- CFX ITS Design Standards
- CFX Lighting Design Standards
- CFX Tolling Design Criteria Package
- Florida Turnpike's General Tolling Requirements (Latest Edition), as amended by the Contract Documents
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- MUTCD
- FDOT Florida Sampling and Testing Methods
- FDOT Flexible Pavement Coring and Evaluation Procedure
- FDOT Design Bulletins and Update Memos
- FDOT Utility Accommodation Manual
- AASHTO LRFD Bridge Design Specifications
- FDOT Flexible Pavement Design Manual
- FDOT Rigid Pavement Design Manual
- FDOT Pavement Type Selection Manual
- FDOT Traffic Engineering Manual
- FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
- FHWA Hydraulic Engineering Circular Number 18 (HEC 18)

- FDOT Surveying Procedure 550-030-101
- FDOT EFB User Handbook (Electronic Field Book)
- FDOT Drainage Manual
- FDOT Soils and Foundations Handbook
- FDOT Structures Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Load Rating Manual
- FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
- Florida Statutes
- Florida Building Code
- National Electric Code
- National Fire Protection Association (NFPA) - Life Safety Code

2.0 **Structure Design Criteria**

2.1 General

Structures shall be designed in accordance with Florida Department of Transportation standard practices and procedures.

2.2 Design Analysis

- a. The Design-Build Firm shall submit final signed and sealed documentation prepared during the development of the plans.
- b. The Design-Build Firm shall ensure that the final Geotechnical recommendations and reports required for final bridge design are submitted with the 90% bridge plans.
- c. The Design-Build Firm shall “Load Rate” all bridges in accordance with FDOT procedure 850-010-035 and the Structures Manual. The bridge load rating shall be submitted for review with the 90% superstructure submittal. The as-built load rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida and shall be provided to the CFX before any traffic is placed on the bridge. A final, signed and sealed copy of the Bridge Load Rating, updated for as-built conditions shall be submitted to the CFX with the as-built bridge plans. The Design Build Firm shall coordinate with CFX for the submittal of the load ratings to FDOT.
- d. The EOR for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include, but are not limited to: construction equipment loads, change in segment length, change in construction sequencing, etc. The EOR shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.

2.3 Design Criteria

2.3.1 Design Loads:

A. Dead Loads

Unit weight of structural concrete: 150 lbs./ft³

Future Wearing Surface (Koa Only):	15 lbs./ft ²
Barrier, 36" Single Slope Traffic Railing:	430 plf.
Stay in place metal forms (if used):	20 lbs./ft ²

B. Live Loads

HL-93 with Dynamic Load Allowance

C. Construction Loads

Finishing Machine Load: 11 kips

Finishing Machine Wheel Location:

6 inches beyond the edge of deck overhang

Construction Live Load:

20 psf extended over the entire bridge width and

50-feet in longitudinal length centered on the finishing machine.

Removable Deck Cantilever Timber Forms with Overhang Brackets: 15 psf

Live Load at or near the outside edge of deck during deck casting:

75 plf applied as a moving load over a length of 20 feet.

Construction Inactive Design Wind Speed: 90 MPH

Velocity Pressure Exposure Coefficient (kz): 1.00

Construction Active Design Wind Speed: 30 MPH

D. Wind Loads – for Bridges and other structures:

Wind loads shall be in accordance with the FDOT Structure Design Guidelines.

E. Thermal Loads

Thermal loads shall be in accordance with the FDOT Structures Design Guidelines.

F. Design for all Bridges shall apply the span arrangement, type of superstructure and substructure as proposed in Preliminary Plans.

2.3.2 Design Method and Plans Production

All elements shall be designed in accordance with AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications, Structures Manual, Florida Design Manual, FDOT Standard Drawings, Supplemental Specifications and Special Provisions.

Critical temporary retaining walls:

A critical temporary retaining wall is required whenever the construction of a component (such as a wall, footing, or other buried component) requires excavation that may endanger the public or potentially damage an existing in-use roadway and/or bridge structure. If a critical temporary retaining wall is required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other

similar systems are commonly used for temporary critical retaining walls. The Design-Build Firm is responsible for designing and detailing the temporary critical retaining walls in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the critical temporary wall design.

2.3.3 Environmental Classifications:

Based on Existing Borings -- to be verified by the Design Build Firm

Superstructure: Slightly Aggressive (All bridge locations)

Substructure:

Concrete – Moderately Aggressive (All bridge locations)

Steel – Extremely Aggressive (Marigold, KOA) Moderately Aggressive (RCMB)

2.3.4 Materials

The superstructures will consist of concrete beams supporting a cast in place concrete deck. The substructures will consist of concrete construction. The use of pre-cast substructure elements is prohibited on this project.

Concrete shall be in accordance with Florida Department of Transportation Standard Specifications for Road and Bridges Construction, Section 346 or as modified by the Technical Specifications. Reinforcing steel shall be Grade 60, Carbon Steel per FDOT Standard Specification for Road and Bridge Construction, 2020.

Metal/steel stay-in-place forms are allowed in between beams only.

2.3.5 Other

The minimum vertical clearance over RCMB shall be 8'-0" feet. The profile of the RCMB bridge shall match the profile of the existing bridge.

The bridge over RCMB shall have deck drainage connected to a suspended collection system similar to the existing bridge. The collection system shall be connected to the roadway storm sewer system and discharge to the nearest existing pond

No utilities (other than CFX service needs such as lighting and ITS), shall be attached to any project bridge structures.

2.4 Retaining Walls

The Design-Build Firm shall design and construct the proposed walls in accordance with the Aesthetic Requirements – Attachment I.

Any wall panels associated with the proposed SR 538 bridges shall match the shape, texture, and finish of the existing wall panels.

Temporary critical walls are anticipated at Marigold Avenue and Koa Street. Temporary critical walls may be required at other locations. Refer to the definition of critical temporary retaining walls in Section 2.3.2.

2.5 Foundations

2.5.1 Foundation Type

Foundations will consist of 18” Pre-stressed Concrete piles. The estimated pile quantity based on the pile driving records:

SR 538 over RCMB – 40,537 LF
SR 538 over Marigold – 1,012 LF
SR 538 over KOA – 1,298 LF

The Design-Build Firm shall include in their bid a total quantity of 42,847 LF of 18” Pre-Stressed Concrete pile at a unit price of \$80.00/LF for a total of \$3,427,760.

If the final quantity of driven piles differs from the above, an adjustment to Contract shall be made at a rate of (+) or (-) \$80.00/LF based on final pile driving logs.

2.5.2 Test Pile Programs

In order to confirm the results of the static analysis and set production pile lengths, test piles shall be driven for each bridge. The Design-Build firm is responsible for the test pile program. The Pile Driving Analyzer (PDA) shall be used during installation of the piles to verify pile capacities.

2.5.3 Installation

All piles shall be installed in accordance with Technical Specification 455.

2.5.4 Installation Monitoring

All pile installation shall be monitored by a geotechnical engineer, supplied by the Design-Build Firm, to verify that actual driving behavior is consistent with the calculated capacity.

2.5.5 Pile Splices

Pile Splices shall be constructed in accordance with FDOT Standard Plans 455-002.

2.5.6 Geotechnical Investigation

A limited geotechnical investigation has been conducted for this project and is provided for informational purposes only. The Design-Build Firm shall be responsible for obtaining all additional geotechnical information necessary to design the structures and to prepare construction plans.

2.5.7 Polyethylene Sheeting

Prior to embankment construction, the portion of the end bent piles exposed above existing ground shall be wrapped with polyethylene sheeting in accordance with Section 459 of the FDOT Standard Specifications for Road and Bridge Construction, 2020.

2.6 Slope Pavement

Any damage to, or removal of, existing slope pavement for the bridge widening, construction of walls, or construction of any other project component shall be repaired or reconstructed to match the existing condition per the Standard Specifications.

2.7 Metal Pipe

The gauge of the metal pipes shall be determined by a professional engineer utilizing standard FDOT Optional Pipe Materials methodology for a 100 year design life. Signed and Sealed calculations shall be submitted with the 90% Plans.

The vertical drains shall meet the following specs in addition to Subarticle 430-4.1:

1. When laying pipes that pass through retaining walls, connect the portion of the pipe within the wall to the external portion of the pipe run only after the full height of the wall supported embankment is in place.
2. Use resilient connectors on pipes entering and leaving drainage structures with Wall Zone Pipes.
3. Provide a 2 to 4 inch pipe overhang beyond the drainage structure internal walls with Wall Zone Pipes.
4. Pipe joints must be watertight to 10.8 psi when pulled out 2 inches from the fully home joint alignment with Wall Zone Pipes without welded joints.
5. Joint gaps between sections of pipe not to exceed 5/8 inch from fully home joint alignment for all pipe diameters with Wall Zone Pipes without welded joints.

3.0 Temporary Traffic Control

3.1 Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular traffic during all phases of construction. Items to be addressed in the TTCP 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 address how to assist with maintenance of traffic throughout the duration of the contract.

The TTCP shall be prepared in accordance with the FDOT Standard Plans, the CFX Design Guidelines, and the FDM by a Florida registered P.E. who has completed an FDOT-approved Advanced MOT training course.

Additional requirements can be found in the FDM and Standard Plans.

3.2 Temporary Traffic Control Plans:

The Design-Build Firm shall coordinate all construction activities with adjacent project(s), including, but not limited to:

- CFX Project 538-234 (Poinciana Parkway Extension)
- Polk County Project 5400138 (Widening of Marigold Ave)

Polk County Project 5400140 (Widening of Cypress Pkwy)

The Design-Build Firm shall utilize FDOT Standard Plans Index Series 102 where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as cross sections, profiles, drainage structures, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

The Design-Build firm shall minimize changes in traffic patterns that require modifications to the existing toll equipment and shall provide TTC for all toll equipment modifications, as well as new installations during the indicated 30 day installation and testing period. Detailed Temporary Traffic Control Plan details will be required for the milling, resurfacing, and overbuild of the existing westbound pavement, as well as for the construction of the concrete pavement through the tolling zones. If the Design-Build Firm intends to utilize the proposed eastbound lanes for two-way traffic during construction, coordination with CFX and CFX's Toll Equipment Contractor will be required a minimum of sixty (60) days prior to the anticipated traffic shift. Refer to Section 4.0 below for additional tolling requirements.

The following additional traffic control criteria shall be maintained by the Design-Build Firm:

- Existing posted speeds shall be maintained at all times during construction unless otherwise approved by CFX or as required by the use of Standard Plans Index 102-670.
- Minimum lane widths to be accommodated at all times include:
 - SR 538: 11'
 - Ramps: 11'
- Minimum shoulder widths adjacent to temporary barrier walls shall be maintained at all times during construction as per the FDOT Standard Plans.

3.3 Traffic Control Restrictions:

There will be NO LANE CLOSURES OR FLAGGING OPERATIONS ALLOWED between the hours of 6:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. A lane may only be closed during active work periods. All lane closures, including ramp closures, must be reported to the local emergency agencies, the CEI, and the CFX information officer. Also, the Design-Build Firm 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.

The Design-Build Firm shall design and construct the project such that toll collection can be maintained at all times.

Ramp closures and detours are only permitted between the hours of 10:00 PM to 5:00 AM.

4.0 Tolling Sites

The Design-Build Firm shall design and construct all tolling infrastructure elements necessary for CFX's Toll Equipment Contractor (TEC) to provide, install, and test the required tolling equipment. These elements include, but may not be limited to:

- Concrete pavement through tolling zones
- Conduit infrastructure for tolling loops, cameras, antennas, equipment cabinets, and power and communications connections
- Pull and junction boxes for toll equipment cabling storage
- Tolling equipment cabinets
- Tolling gantries
- Electrical subpanel

Coordination:

The Design-Build Firm shall coordinate construction and design activities with CFX's Toll Technical Manager and CFX's TEC during the design, planning and construction phases. CFX's TEC (TransCore) will provide toll collection equipment, breaker panel schedules (for all UPS regulated circuits), and loop layouts to assist with the design and construction of the toll equipment sites. Toll collection equipment will be provided, installed and tested by the TEC on the infrastructure elements constructed by the Design-Build Firm. The TEC will require 30 days to install and test toll collection equipment prior to opening traffic to a tolling site/zone.

Phasing:

The construction shall be phased so that traffic can be shifted to the newly constructed eastbound tolling site prior to replacing the asphalt pavement with concrete pavement at the existing tolling sites. After the traffic shift, the contractor shall replace the existing inside lane, striped gore area, and median shoulder with concrete pavement. Traffic shall then be shifted into the newly constructed concrete lanes and then the existing outside lane and outside shoulder shall be replaced with concrete pavement.

Concrete Pavement:

The existing asphalt pavement shall be removed and replaced with concrete pavement at each tolling site. The concrete pavement shall be a minimum of 75 feet both upstream and downstream of the centerline of each tolling gantry (for a total longitudinal distance of 150 feet). The rebar used within the concrete pavement shall be fiberglass reinforced polymer (FRP). The DB shall request the loop and conduit window details from the TEC during design of the concrete pavement to be incorporated into the drawings. The concrete pavement transversal joints shall be coordinated with the toll loop and conduit window drawings to eliminate having loops cut across construction joints.

Conduit:

All conduit entering the bottom of the tolling cabinet shall be rigid galvanized metal (RGM) or schedule 80 polyvinyl chloride (PVC).

A minimum of 4 each (EA) 4" and 1 EA 2" PVC SCH 40, HDPE SDR 11 or RGM conduits are needed between the existing toll equipment buildings and the new toll equipment cabinets. One conduit of the duct bank will be designated each of the following: UPS fed electrical (clean), non-UPS fed electrical (dirty), fiber optic and spare. These 4EA 4" conduits shall be terminated within 4EA 24"L x 36"W x 24"H pullboxes prior to entering the tolling equipment cabinets or buildings. The 2" conduit shall be terminated within the UPS fed electrical (clean) pullbox.

1.25" SCH 40 PVC conduits are required between tolling loop pullboxes and the concrete pavement to facilitate the tolling loop homeruns.

3EA 2" SCH 40 PVC conduits are required between the two main loop pullboxes nearest to the tolling equipment cabinet. 2EA 2" SCH 40 PVC or HDPE SDR 11 conduits are required as an interconnect between all loop pullboxes for the tolling zones.

All other tolling conduits not listed above shall be a minimum of 2" in size.

All conduits installed shall be furnished with a mule tape the entire length of conduit, and five additional feet of storage slack provided in all pull and junction boxes as well as cabinets and buildings. All conduits shall be sealed with duct sealant that can be easily removed without the use of tools.

Pull and Junction Boxes:

All in-ground pullboxes shall be on the FDOT Approved Products List (APL) and 24"L x 36"W x 24"H in dimension. The pullbox lid shall be stamped from the manufacturer with the following: TOLL LOOPS or TOLL POWER or TOLL COMM. The pullbox lid that houses the spare conduit shall be labeled TOLL COMM.

All in-ground pullboxes shall be furnished and installed with a 20lf ground rod assembly.

Tolling Equipment Cabinets:

There shall be 2EA tolling equipment cabinets provided for each new tolling zone (1EA for tipouts and 1EA for E6 readers). The tolling equipment cabinets shall be NEMA 3R constructed of aluminum and 72"H x 96"W x 24"H in dimension. .125 5052 aluminum construction with a natural mill finish, includes double door front access, with 3pt main door latching, 3/4" diameter stainless steel handle, stainless steel provisions for pad locking and CyberKey locking, door wind stay brackets on both doors, closed cell neoprene door gasket installed on both doors for a weather tight seal, no center door post, no door lovers, provisions (cutouts) to mount Hoffman or APW Mclean air conditioner on L/H side no exhaust provided on roof overhang, no fan mounting plate adjustable "c" channels on rear wall and side wall opposite of air conditioner provisions to mount A72/P72 Hoffman back panel on L/H side rear wall, APX to provide 22.25"W x 68"L aluminum panel with a 2.75" separation space between eh panels, bottom is open for conduit access and includes provisions for pad mounting. Enclosure base 45-50 .125 5052 aluminum construction with a natural mill finish both ends are open for conduit access and includes close cell neoprene gasket for sealing. Bottom includes provisions for pad mounting. R-4 rated insulation package 45-50 includes insulation installed on all interior walls.

The tolling cabinet shall be provided with a sunshield on the top, back, and side portions of the cabinet.

The tolling cabinet shall be provided with a Hoffman #G520816G151 air conditioner that's connected to the non-UPS regulated power at 120VAC. The air condition shall be NEMA 4X or equal and shall be connected by a cord and plug to in an-cabinet weatherproof receptacle.

The tolling cabinet shall be provided with light bars that turn on when a cabinet door is opened, and turn off when the cabinet doors are both closed.

Tolling Gantries:

The proposed tolling gantries shall match the existing gantry style, design elements, and configuration.

Electrical Subpanel:

An electrical subpanel shall be provided and installed on a concrete pedestal between the tolling equipment cabinet and the tolling gantry. The subpanel shall be outdoor rated for 120/240VAC,

200AMPS and be connected to the UPS electrical fed circuit into the main breaker. There shall be a minimum of 40EA branch breaker positions with spare breakers provided for the TEC.

The Power Design Analysis Report (PDAR) shall be provided to include at a minimum, (a) load analysis for combination of branch and feeder circuits for both existing and new loads including evaluation on the existing main power service size, (b) short circuit current analysis, (c) arc flash hazard analysis including design of arc flash warning label, (d) Technical Special provision (TSP) related to Automatic transfer switch (ATS), fuel tank, and generator in case of changing the existing generator set, (e) sizing of fuel tank and running time analysis, (f) all correspondence with the local power company in case of changing the existing power service size, (g) AIC capacity of circuit breakers, (h) equipment data sheets.

Refer to the Florida Turnpike's General Tolling Requirements (GTR) for additional details.

5.0 Utilities

Utility coordination, construction, and/or relocation efforts will be required with this project and shall be the sole responsibility of the Design-Build Firm. Preliminary coordination efforts performed by CFX to-date are described below.

Utility information is included in Attachment N – Utility Contacts and Coordination

5.1 Utilities With Potential Conflicts

The Utility Adjustments shall be governed by the Florida Department of Transportation's Utility Accommodation Manual, Florida Statutes and Florida Administrative Code. Utility Work Schedules (UWS) will be required.

The following utility owners have submitted PDF mark-ups, RGB's, or other correspondence:
Charter Communications (No response to-date)

Century Link

Duke Energy (Distribution)

Duke Energy (Transmission)

- NOTE: Design, location, and installation of proposed mast arms, OH sign structures, and ADMS will require coordination with Duke Transmission OE lines along Cypress Pkwy

Sprint

5.2 Utilities with No Conflict

The following utility owners have replied "No Conflict" via email:

Century Link – Level 3

Frontier Communications

- NOTE: Design, location, and installation of proposed ADMS and CCTV along Cypress Pkwy to avoid existing BFO/BT facilities

5.3 Utility Work By Highway Contractor (UWHC)

The Design-Build Firm is responsible for the design and installation of the proposed Toho Water Authority (TWA) utility relocations in accordance with the Joint Project Agreement (JPA) between CFX and TWA.

All TWA utilities shall be located within the “TWA Utility and Access Corridor” shown on the Typical Sections and defined as the area 14’ left to 24’ right of the Baseline TWA Access Road.

6.0 Schedule, Schedule of Values, and Plan Progression Requirements

In no event shall the Contract Duration exceed 1,080 calendar days. The Contract Duration includes a Limited Notice to Proceed (LNTP) of 180 days for survey, design, permitting, shop drawings, and materials acquisition prior to commencement of construction activities. At the end of the 180 day LNTP period, the Design-Build Firm will be issued the Construction NTP. The Design-Build Firm may request the Construction NTP prior to the end of the LNTP period, however, at no time shall the construction duration for the project exceed 900 days.

The Design-Build Firm is responsible for submitting a Schedule of Values at the Pre-Construction Meeting for CFX’s review and approval. The Schedule of Values shall be the basis of all estimates when requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values. No estimates requesting payment shall be submitted prior to CFX’s approval of the schedule of values. The Design-Build Firm shall submit a separate estimate for the TWA JPA Utility Work By Highway Contractor.

6.1 Schedule

The Design-Build Firm shall submit a Schedule, in accordance with the General Specifications. The Design-Build Firm’s Schedule shall allow for up to ten (10) working days (excluding weekends and CFX observed Holidays) review time for the CFX’s review of all submittals.

6.2 Phased Plan Submittals

The Design-Build Firm shall prepare and submit 90%, 100% and Final Signed and Sealed plans for the components listed above for review and approval by the CFX. The Design-Build Firm may begin construction on certain elements of the project, but only as appropriate and coordinated with the approvals of the plans. The general requirements governing the progression and schedule are:

- The design plans must be submitted and approved. Plans will be returned to the Design-Build Firm within ten (10) working days with approvals or request for additional information. This turnaround is based upon complete and accurate submittals being made by the Design-Build Firm in accordance with the most current submittal schedule approved by the CFX. Any work undertaken by the Design-Build Firm prior to approval is at its own risk.
- Bridge test piles may be driven after approval of foundation layout plan.
- After approval of the test pile program results, bridge foundation construction may begin.
- Shop drawings approved by the Designer of Record shall be furnished to the CFX review and concurrence prior to the installation of the components.
- 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 within 60 days after 100% review comments have been returned to the Design-Build Firm.
- 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.

6.3 90 % Design Plans and Preliminary Reports

90% Design Plans and Preliminary Reports shall be submitted for review. The 90% plans shall be consistent with the level of detail and information required per the FDM, as amended by the CFX Design Guidelines. Any previously submitted material shall be updated in accordance with the review comments.

The following material shall be developed and submitted for review:

1. Survey
 - a. Topographic and 3D DTM files
 - b. Vertical Control
2. Roadway Plans
3. Traffic Control Plans
4. Signing and Pavement Marking
5. Signalization
6. Lighting
7. ITS
8. Tolling
9. Utility Adjustment Plans
10. Structural Plans
 - a. Bridge Plans
 - b. Wall Control Drawings
 - c. Bridge Design Calculations
 - d. Bridge Load Rating Calculations
 - e. Completed Bridge Load Rating Summary Detail Sheet
 - f. Load Rating Summary Form
 - g. Toll Gantry Modification Plans
 - h. Vibration and Settlement Monitoring Plan
11. Other Reports/Documentation
 - a. Roadway Design
 - b. Drainage Design
 - c. Geotechnical
 - d. Lighting Analysis/Design

6.4 100% Design Plans and Final Reports

At completion of this phase, design and plan development should be 100 percent complete. Revisions shall address comments received as a result of the 90% review. The Design-Build Firm shall refer to FDOT FDM and FDOT Structural Design Guidelines for plan contents and submittal requirements. The 100% Plans and accompanying calculations shall be reviewed and approved prior to submittal of any shop drawings.

Any revised Utility Construction Plans from Section 5, are also to be included in the Final submittal.

When the 100% plans review comments have been resolved and documented by the designer, the plans are ready to proceed to completion.

6.5 Signed and Sealed Plans and Reports

After all corrections noted in the 100% Design Plans submittal have been satisfactorily resolved

as determined by the CFX, the Design-Build Firm shall submit signed and sealed plans and reports for approval and stamping with “Released for Construction”. All work performed by the Design-Build Firm prior to the Department’s release of Plans will be at the Design-Build Firm’s risk.

6.6 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.

7.0 Environmental Permits

All Plans and applicable data 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.

The following permits are anticipated based upon the Roadway Construction Plans:

- Modification of SFWMD Permit 53-00216-P
- Modification of SFWMD Permit 49-00094-S-66
- Modification of USACE Permit SAJ-2008-02694

All construction activities shall be in accordance with the permits and applicable modifications. The Design-Build Firm will be responsible for preparing final designs and proposing construction methods that conform to the permits obtained. If there are any deviations from the permits obtained by the CFX, it shall be the responsibility of the Design-Build Firm to modify affected permits, including the responsibility of required permit fees. All permits, including any consumptive use, 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, will be the responsibility of the Design-Build firm, 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-Build Firm.

The Design-Build Firm shall submit to the CEI “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.

8.0 Stormwater Pollution Prevention Plans (SWPPP)

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build firm shall refer to the FDM and the Florida Department of Environmental Protection (FDEP) rule 62-621.300(4)(a) for information in regard to the SWPPP. This SWPPP shall be submitted along with the Design-Build Firm’s Certification (FDEP form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) at least 15 calendar days prior to beginning construction activities.

9.0 Survey

The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to design and construct the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to CFX in an FDOT-approved Microstation digital file format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying and Mapping Procedure, Topic Nos. 550-030-101, the Surveying and Mapping Handbook. The survey information completed to date, and supplied with the Reference Documents was compiled from multiple sources:

Survey and TIN files, Poinciana Parkway Segments 3 and 4 (2014/2015)

As-Built Survey files (2D/AutoCAD), Poinciana Parkway Segments 3 and 4 (2016/2017)

GPS "Template Verification" TIN files (2020)

The Design-Build Firm shall be responsible for setting all benchmarks and providing vertical control for the project.

The Design-Build Firm 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-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm 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.

10.0 Geotechnical

Geotechnical investigations were performed for the project. The information provided should be considered preliminary and for informational purposes only. Additional geotechnical investigations, lab testing, and reports as required to complete the design and construction of the project shall be the sole responsibility of the Design-Build Firm.

The Design-Build Firm shall include in their bid a total quantity of 20,700 CY of Subsoil Excavation at a unit price of \$15.00/CY for a total of \$310,500.00. The unit price includes both the removal of the subsoil material shown on the Concept Cross Sections and replacement with suitable material to the original, pre-construction, ground elevation prior to placement of embankment.

The final quantity of Subsoil Removal shall be based on volumes shown on the Design-Build Firm's "Released for Construction" Plans cross section sheets. If the final quantity of subsoil removal differs from the above, an adjustment to Contract shall be made at a rate of (+) or (-) \$15.00/CY.

11.0 Submittals

The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. CFX utilizes MicroStation as its standard graphics and roadway design platform. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are in the FDOT CADD Software Suite. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

The Design-Build Firm will be required to furnish the Project's CADD files after the plans have been Released for Construction. The Design-Build Firm's role and responsibilities are defined in the Department's CADD Manual. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in Microstation design files

format.

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.

Bridge component submittals must be accompanied by all supplemental information required for a complete review. Submittals for individual component elements (i.e. Pier 2, Abutment 1, Span 4, etc.) and incomplete submittals will not be accepted.

Bridge component submittals shall be in accordance with the CFX Design Guidelines.

90% and 100% Component Plans:

- One 11" x 17" set of component (printed)
- One 11" x 17" of each component (submitted electronically using PDF format)

Construction Set:

- One 11" x 17" set of each component (printed)
- One 11" x 17" set of each component (submitted electronically using PDF format and digitally signed and sealed)
- One 11" x 17" set of each component (submitted electronically using PDF format)

Final signed and sealed plans will 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 apply a stamp with initials and date to each submittal. Only signed and sealed plans which are stamped "Released for Construction" by the CFX Project Manager are valid. All work that the Design-Build Firm performs in advance of the CFX release of Plans will be at the Design-Build Firm's risk.

Record Set:

The Design-Build Firm shall furnish to CFX, upon Project completion a complete set of Record Drawings in accordance with the General Specifications and CFX Design Guidelines.

The Design-Build Firm'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. The professional endorsement shall be performed in accordance with the FDOT FDM.

The Design-Build Firm 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/sealed by the EOR. The record set shall reflect all changes initiated by the Design-Build Firm or the CFX in the form of revisions. The record set shall be submitted on a Final Project CD upon Project completion.

The CEI will perform a review of the record set prior to final acceptance in order to complete the record set.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESIGN-BUILD GENERAL SPECIFICATIONS

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESIGN-BUILD GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are written to the Proposer, prior to award of the Contract, and to the Contractor. Sentences that direct the Contractor to perform work are written in the active voice-imperative mood. These directions to the Contractor are written as commands. In the imperative mood, the subject “the Proposer” or “the Contractor” is understood.

The General Specifications included with the Design/Build Design Criteria, Attachment A, form a part of this Design/Build contract. It is the responsibility of the Proposer and/or 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
FNGA	Florida Nursery Growers Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
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 **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

1.3.2 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.3 **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.

1.3.4 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

1.3.5 **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.

1.3.6 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.7 **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.

1.3.8 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.9 **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.

1.3.10 **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.

1.3.11 **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.

1.3.12 **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.

1.3.13 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Request for Price Proposal, the Design and Construction Criteria Package, 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 (including revisions thereto issued during construction), 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 Contract Documents).

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

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

1.3.16 **Contractor** - The individual, firm, joint venture, or company contracting with CFX to perform the work. The word “Contractor” is also deemed to include a Design-Build Firm contracting with the CFX for performance of work, including all engineering services and furnishing of materials.

1.3.17 **Contractor’s Engineer of Record (EOR)** - A Professional Engineer registered in the State of Florida, who undertakes the design and drawing of components of the permanent structure for repair designs and details of the permanent work.

The Contractor’s Engineer of Record may also serve as the Engineer of Record. 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 pre-qualified 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 CFX 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 may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in the Rules of the Department of Transportation, Chapter 14-75. Department-approved Specialty Engineers are listed on the State Construction Office 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.

1.3.18 **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.

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

1.3.20 **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.

1.3.21 **Department** - Florida Department of Transportation (FDOT)

1.3.22 **Design-Build (D-B)** - Design-Build means combining the project's design and construction phases, and in some cases construction engineering and inspection, into a single Contract.

1.3.23 **Design-Build Firm** - Design-Build Firm means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to practice engineering, architecture, and construction contracting, as appropriate, in the State of Florida.

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

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

1.3.26 **Engineer of Record (EOR)** - The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concepts for the project, performs the analysis and design, and is responsible for the preparation of the plans for the Project and other and other documents as required by this Request for Price Proposal. The EOR shall be part of the Design-Build Firm.

The Engineer of Record may also serve as the Contractor's Engineer of Record and as the Specialty Engineer. The Contractor's Engineer of Record shall be Professional Engineer registered in the State of Florida, who undertakes the design and drawing of components of the permanent structure for repair designs and details of the permanent work.

The Contractor's Engineer of Record must be an employee of a pre-qualified 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 CFX 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 may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in the Rules of the Department of Transportation, Chapter 14-75.

Department-approved Specialty Engineers are listed on the State Construction Office Website.

Specialty Engineers will not be authorized to perform redesigns of items fully detailed in the Plans.

1.3.27 **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.

1.3.28 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him or her; the chief officer of the Central Florida Expressway Authority.

1.3.29 **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”.

1.3.30 **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.

1.3.31 **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.

1.3.32 **Highway, Street, or Road** - A general term denoting a public way for purposed of vehicular travel, including the entire area within the right-of-way.

1.3.33 **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.

1.3.34 **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.

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

1.3.36 **Laboratory** - A Testing facility certified with the Florida Department of Transportation.

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

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

1.3.39 **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.

1.3.40 **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.

1.3.41 **Plans** - The signed and sealed plans prepared by the EOR and accepted by CFX, including reproductions thereof, showing the location, character, dimensions, and details of the work. Upon review by CFX, the plans will be stamped "Released for Construction" dated and initialed by the reviewer.

1.3.42 **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.

1.3.43 **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.

1.3.44 **Request for Price Proposal** - the package to be provided to the short-listed design-build firms in the low bid design-build method.

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

1.3.46 **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.

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

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

1.3.49 **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.

1.3.50 **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, or similar activity.

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

13.53 **Specialty Engineer** - A Professional Engineer registered in the State of Florida 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.

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

13.55 **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.

13.56 **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.

13.57 **State** - State of Florida

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

13.59 **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.

1.3.60 **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.

1.3.61 **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.

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

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

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

1.3.65 **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.

1.3.66 **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.

1.3.67 **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.

1.3.68 **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.

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

1.3.70 **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.

1.3.71 **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.

1.3.72 **Working Day**- Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

1.3.73 **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

The intent of the Contract is to provide for the engineering services, furnishing of materials, construction, and completion in every detail of the work described in this Contract. The Design-Build Firm shall furnish all engineering and all of its associated direct and indirect costs, construction labor, materials, equipment, supervision, tools, transportation, and supplies required to complete the work in accordance with the requirements of the Contract Documents, at no additional cost to CFX.

The Design-Build Firm shall have all liability and responsibility for all unknowns and/or differing site conditions; and including but not limited to any or all utilities, subsoil conditions, permits, etc. of any nature or kind, unless otherwise stated in the Contract. In the event that unforeseeable work is provided for in the Contract, such work shall be paid for in accordance with 2-3.2.

No substantial change, as determined at the sole discretion of the Engineer, in general plan or character of the work shall be made without written agreement by the Engineer. The plans shall be dated, stamped, and signed and sealed by the EOR and shall be transmitted to the Engineer for the project records. The Design-Build Firm shall schedule the transmittal so that the Engineer receives the Plans and shop drawings at least 15 working days prior to commencement of any portion of work described in the Plans or as specifically required in the RFP.

Pay adjustments as shown in the Contract Documents, regardless of where those pay adjustments are referenced, shall not apply, except as provided in 7-2, Scope of Payments. 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 Criteria Package,

Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

231 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, alterations or changes 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 the Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction. The allowance due to the Contractor will be in accordance with 2-3.2, below.

In the instance of an alleged “significant change”, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

232 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 2.4.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

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

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

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

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

advance of performing such extra work.

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.

- (b) 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.

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

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

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

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

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

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

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for 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.

Engineering Services: For professional engineering services, the Contractor will receive negotiated costs of such engineering services necessary to perform the work. Negotiated cost of such engineering services shall be prepared utilizing the current “Standard Scope and Staff Hour Estimation Handbook” developed jointly between the Florida Institute of Consulting Engineers (FICE) and the FDOT, and the Department’s “Negotiation Handbook” for professional services contracts. The Standard Scope and Staff Estimate Guidelines are available at the following link: <http://www.fdot.gov/designsupport/Scope/Default.shtm>. The Negotiation Handbook can be accessed at the following link: <http://www.dot.state.fl.us/procurement/Negotiations.shtm>. Should the Engineering

Firm be a Joint Venture Partner of the Contractor, no markup will be allowed on engineering services.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

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

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

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

No Contract adjustment will be allowed unless the Contractor has submitted the

complete request for adjustment within the time prescribed.

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

2.3.2.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract Documents; to document quantities that deviate from the original Contract Documents 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 documents; to change the e

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 Documents and subsequent amendments thereto; to settle Contract claims.

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

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

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

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

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is

negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

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

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

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

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

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

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

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

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

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

2.3.6 Cost Savings Initiative Proposal

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

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

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

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

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

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed (Labor, Equipment, Material and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all design changes that result from the CSIP with prints of drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.
5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.6.3 Processing Procedures: The Contractor shall submit five (5) copies of the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The

Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

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

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

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

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

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

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

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in

compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.
3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT and AASHTO criteria requirements including bridge loading ratings.

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

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

2422 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

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.

- 2.6.1 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 Contract Documents: Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT. Contract Documents should always be available on the worksite. All specification references to separate payment for individual items of work will not apply, unless individual unit price pay items are specifically identified in the bidding documents. The cost for all other items of work will be included and paid for under the contract lump sum prices.

3.1.2 Plans: Plans consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. In general, roadway plans will show alignment, profile grades, typical cross-sections and general cross-sections. In general, structure plans 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 North American Vertical Datum 1988 (NAVD-1988) National Geodetic Vertical Datum of 1929 (NGVD-1929) or other datum as noted in the plans.

In addition to the work and materials specifically called for in the Contract Documents and any additional incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work will be included in the contract lump sum and unit prices.

3.1.3 Alterations in the Plans: Not applicable.

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.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.

Structurally continuous superstructures with spans over 50 feet.

Steel box and plate girder bridges.

Steel truss bridges.

Concrete segmental and longitudinally post-tensioned continuous girder bridges.

Cable stayed or suspension bridges.

Curved girder bridges.

Arch bridges.

Tunnels.

Movable bridges (specifically electrical and mechanical components).

Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

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 following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

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. Each page shall be numbered consecutively for the series and the page 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 seal of the Contractor's Florida registered Specialty Engineer or Contractor's Engineer of Record. 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 page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, 12 of 12).

All documents shall be 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 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.

3.1.4.5 Submittal Paths and Copies:

3.1.4.5.1 General: Shop drawings are not required for prequalified items. At the preconstruction conference, CFX will notify the Contractor in writing of any changes in the submittal path and whether the CFX's review stamp will signify an officially reviewed shop drawing.

Submit shop drawings to the CEI. Shop drawings shall be in conformance with CFX requirements. Digital submission of shop drawings may be implemented upon request. When submitted to the CEI for review by CFX, the shop drawings must bear the stamp and signature of the Contractor, EOR, and signature and seal of the Specialty Engineer, as appropriate. Only forward shop drawings stamped "Approved" or "Approved as Noted" to the CEI for review by CFX. Shop drawings submitted without the stamps of the Contractor and the EOR will be returned for re-submittal. In the case where the EOR generates the shop drawings for the project, another engineer with the EOR's firm, not involved in the production of the shop drawing, will review and stamp the drawings per the requirements stated herein. Shop drawings shall not be submitted, processed reviewed, or approved until the component plan set for the particular item is stamped "released for Construction". For work requiring other information (e.g., catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating procedures), submit the required number of copies to the Engineer. Submit material certifications and material tests to the Engineer.

3.1.4.5.2 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

The Contractor shall submit 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) each document shall be submitted with the prints. The mailing address of the Consultant will be furnished by CFX.

3.1.4.5.3 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items: The Contractor shall submit each shop drawing to the CEI with a copy of the transmittal letter sent to the Consultant.

3.1.4.5.4 Building Structures: Each series of working, shop and erection drawings and all correspondence related to building structures shall be submitted to the CEI with a copy of the transmittal sent to the Consultant.

3.1.4.5.5 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.6 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.7 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.8 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.9 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.10 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies of the transmittal letters shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.11 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentrics to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer who shall certify to the CEI in

writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit a signed and sealed erection plan to the Engineer prior to erection commencing in accordance with the submittal timeframes described in the RFP. Include as part of this submittal signed and sealed calculations and details for any falsework, bracing or other connection(s) supporting the structural elements shown in the erection plan. Unless otherwise specified in the Plans, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review the details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work, and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 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, 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 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 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.

3.1.4.7.2 Scope of Review by the Engineer of Record: The Engineer of Record's review of the shop drawings is for conformity to the requirements of the Contract Documents and to the intent of the design. The Engineer of Record's review of shop drawings which include means, methods, techniques, sequences, and

construction procedures are limited to the effects on the permanent works. The Engineer of Record's review of submittals which include means, methods, techniques, sequences, and construction procedures does not include an in-depth check for the ability to perform the work in a safe or efficient manner.

3.1.4.7.3 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.

3.1.4.7.4 Special Review by Engineer of Record for Construction Affecting Public Safety: For Construction Affecting Public Safety, the Engineer of Record will perform an independent review of all relevant shop drawings and similar documents. Do not proceed with construction of the permanent works until receiving the Engineer of Record's written approval.

3.1.4.7.5 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supersede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: The Design-Build Firm is prohibited on the basis of conflict of interest from utilizing any Consultant to perform Quality Control services during the construction phase of this Project when the Consultant is under contract with CFX, or under a subcontract thereto, to perform services or work in any way pertaining to this Project. Prior to the Firm approving a Consultant for Quality Control services during the construction phase, the Firm shall submit to CFX a Certificate from the proposed Consultant certifying that no conflict of interest exists as prohibited hereunder.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous

Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting

Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Engineer of Record as described in 3.1.4.5.4. The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the CEI allows the Contractor to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the Engineer of Record for review and approval prior to modifying the works. Proposals for minor modifications shall be submitted under the shop drawing process. Indicate on all drawings the deviations from the Contract Documents and itemize all deviations in the letter of transmittal. CFX will require additional submittals and/or submittal under a CSIP for major modifications.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components. (For example, adjusting concrete dimensions, substituting steel plate sizes, changing reinforcing bar size and spacing, etc., all within the acceptable limits of the design.)

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.). Submit signed and sealed revised sheets to the Engineer for any such revisions to the Contract plans prior to submitting shop drawings.

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Contract Documents

The Criteria Package(s), 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 called for in the Contract Documents and any additional incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or

obvious and apparent, as being necessary for the proper completion of the work, will be included in the contract lump sum and unit prices.

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 Request for Price Proposal/Criteria Package(s).
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Plans
10. The Standard Specifications,
11. The Standard Plans

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Contract Documents

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 reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

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

For base and surface courses, the finished grade may vary as much as 0.1 foot from

the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 Record Drawings: During the entire construction operation, the Contractor shall maintain records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc., and shall submit those deviations to the CEI no less than once every two months for review. A minimum submittal would be full-sized prints in good condition with all changes in red, accurately plotted. The print shall be in good condition as determined by the CEI. Preparation of the final record drawings shall be the responsibility of the Contractor's Engineer of Record. The final record drawings shall be submitted within 15 days of Project acceptance or termination of the work. Retainage will not be released by CFX until the record drawings have been submitted and accepted by CFX.

3.4 Errors or Omissions in Contract Documents

Errors and omissions discovered in the plans or specifications are the total responsibility of the Design-Build Firm. The errors and omissions shall be brought to the attention of the Engineer of Record as well as the Engineer. Resolution of the question by the Engineer of Record is intended and will be at no additional cost to CFX. All such modifications are subject to approval of the Engineer.

3.5 Pre-Award Meeting

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

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Design-Build Firm shall certify there are no known errors or omissions in the Request for

Price Proposal and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Design-Build Firm 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 Design-Build Firm, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Design-Build Firm expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Request for Price Proposals, 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.

3.6 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.

3.6.1 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:

3.6.1.1 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.

3.6.1.2 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.

3.6.1.3 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.

3.6.2 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.

- 3.6.3 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.

3.7 Engineering and Layout

3.7.1 Control Points Furnished by CFX

CFX will provide horizontal control points as identified in the Request for Price Proposal 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 furnished by CFX.

3.7.2 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.

3.7.3 Layout of Work

Using the horizontal control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal controls necessary to construct the Work in conformance with the Contract Documents.

Using the vertical control points established by the Design-Build Firm, the

Contractor shall establish all vertical controls necessary to construct the Work in conformance with the Request for Price Proposal.

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.

3.7.4 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.

3.7.5 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.

3.7.6 Global Navigation Satellite System (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.

3.7.7 Payment

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

3.8 Contractor's Supervision

3.8.1 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.

3.8.2 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.

3.8.3 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 to the Florida Highway Patrol and other local law enforcement agencies, a description of the Project location and the name(s) and telephone number(s) of individual(s) designated to be contacted in cases of emergencies. A copy of these submittals and proof of receipt by the notified agencies 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.

3.8.4 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 such other activities deemed necessary for Project maintenance and safety.

3.9 General Inspection Requirements

3.9.1 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.

3.9.2 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.

3.9.3 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.

3.10 Final Inspection and Acceptance

3.10.1 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.

3.10.2 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.

3.10.3 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.

3.10.4 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.

3.10.5 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.

3.11 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.

3.12 Escrow of Bid Records

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

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

CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.

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

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX 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.

3.13 Prevailing Party Attorney's Fees

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

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

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

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

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

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

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

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

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

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

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

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX.

However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion (“Or Equal” Clause)

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

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

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

- 4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

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

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

4.4 Inspection and Tests at Source of Supply

- 4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.
- 4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.
- 4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

- 4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and

fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

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

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

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

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

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

- 5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any 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. The Contractor's equipment on CFX right-of-way shall clearly and legibly identify the Design-Build Firm.

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.

- 5.63 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.
- 5.64 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.
- 5.65 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.

5.92 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-hour 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.

5.93 Contractor's Use of Streets and Roads

5.93.1 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.

5.93.2 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.

5.93.3 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.

5.93.4 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

Arrangements for Protection or Adjustment: Work shall not commence at points where the Design-Build Firm'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 Design-Build Firm has made all arrangements necessary for the protection of the utilities. The Design-Build Firm 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 Design-Build Firm's operations.

The Design-Build Firm will coordinate the necessary arrangements with the utility 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 Design-Build Firm based on the Design-Build Firm'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 Design-Build Firm shall be the responsibility and expense of the Design-Build Firm.

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 provided 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 Design-Build Firm elects to sheet such excavation for the Design-Build Firm'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 Design-Build Firm shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Design-Build Firm shall be responsible for any damage to the utility that is caused by neglect or failure on the Design-Build Firm'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 Design-Build Firm (or the Design-Build Firm where Design-Build Firm'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.

Cooperation with Utility Owners: The Design-Build Firm shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Design-Build Firm 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 Design-Build Firm'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.

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

The Design-Build Firm shall be responsible for coordinating with all existing utility companies that have facilities within the job limits or which will be affected in any way by the Project and for coordinating all utility work with the Project schedule. Coordinate with the Utility Agency/Owner (UA/O) in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. The Design-Build Firm shall make every attempt to design around existing utilities, minimizing impacts. Plans shall be provided to CFX showing existing and proposed utility locations and their relationship to the proposed construction.

Pursuant to Section 337.11(7)(a), Florida Statutes, construction activities may not begin on any portion of the Project for which utility agreements have not yet been executed. Design-Build Agreements referenced below are sufficient to meet this requirement. For utilities where no agreement has been executed by CFX, a separate agreement between the utility and the Design-Build Firm must be executed in order to comply with this statutory requirement.

The agreement executed by the UAO and the Design-Build Firm shall include a description of the work activities and the utilities affected and shall include the following clause; "Coordination has been sufficient to proceed with construction in the area of the affected utility." The agreement shall also include the following clause attested to by the Design-Build Firm's EOR; "The proposed work and the utility protection, adjustment or relocation are compatible with the Contract Documents."

Utility Agreements for Design-Build:

CFX has entered into agreements with certain utility companies that may have utility facilities located within the limits of the Project. Copies of those agreements are provided to the Design-Build Firm as part of the Contract Documents. Those agreements govern the coordination and performance of the utility work for the Project as to the utility entities that have entered into them. The Design-Build Firm shall fully comply with all obligations of the Firm under those agreements.

The Design-Build Firm acknowledges and agrees that the Utility Agency Owners

under those agreements are hereby made intended third party beneficiaries of this provision and the provisions below with full rights of enforcement under that status as if they were a party to this Contract as to these provisions. This provision is made a part of the Contract notwithstanding Section 337.11(1), Florida Statutes, it being agreed by the Design- Build Firm and CFX that said statutory provision prohibits a non-party hereto from claiming incidental third-party beneficiary rights, but does not prohibit the express creation of an intended third party beneficiary.

Utilities Without Executed Utility Agreements: CFX makes no representation that agreements have been executed with all utilities that have facilities located within the limits of the Project. For any utility that has not entered into an executed agreement with CFX, the Design-Build Firm shall be responsible for performing or arranging for the performance of all utility work. The Design-Build Firm's responsibilities shall include, but shall not be limited to the following:

- (i) Locate, by physical exposure and establishment of both vertical and horizontal limits, all existing facilities within right-of-way limits affected by the proposed design or impacted by the Project not within right-of-way.
- (ii) Notify and keep informed all Utility Agency/Owner of all relevant information related to their facilities.
- (iii) Determine what work is necessary for utilities that are impacted, including, but not limited to:
 - a. Design around if possible,
 - b. Protect,
 - c. Adjust,
 - d. Relocate,
 - e. Remove.
- (iv) Make arrangements for any work necessary, including entering into the required utility agreement.
- (v) Obtain necessary permits from all other applicable agencies, and otherwise comply with other applicable laws, including, but not limited to, one call obligations under Chapter 556, Florida Statutes.
- (vi) Coordinate the issuance of utility permits within the project limits for new utility work not necessarily related to the Project in order to assure consistency with the Project.

Cost of Utility Work and Conflict Resolution: Costs of utility reimbursements shall be paid in accordance with the resolution methodology established in Design/Build Design Criteria Package, based on the final design of the Design-Build Firm.

The Design-Build Firm shall not impact any utility except those identified in the Request for Price Proposals where coordination has been completed and either the UAO or the Design-Build Firm is shown as responsible for the relocation as

contemplated in the Design/Build Design Criteria Package.

However, if the Design-Build Firm desires to impact a utility not contemplated, the Design-Build Firm may do so if the utility agrees and there is no additional cost to CFX time added to the Project as a result thereof. If the Project cannot be constructed without impacting additional utilities and the cost of the utility work is not legally the responsibility of the utility, or if CFX's determination as set forth in the Request for Price Proposals that utility work is to be done at the expense of the utility is in error, CFX will bear the expense of any such utility work.

If a utility is not being impacted by the Project, but the utility owner desires to have utility work performed in connection with the Project, the cost of the utility work will be the responsibility of the utility company. It will be the Design-Build Firm's responsibility to coordinate and resolve all utility impacts with each of the utility companies. In the event of a dispute with or lack of cooperation from a utility that does not arise out of or relate to an agreement between the Design-Build Firm and the utility, the matter shall be referred to CFX for resolution.

Utility Schedules: The utility work to be accomplished concurrently with the highway construction Contract may have Utility Schedules (Utility Relocation and/or Work Schedules) included with the Design/Build Design Criteria Package. Take responsibility to review this information and comply with all requirements noted on these Schedules. Where utility work must be coordinated with highway construction operations, CFX makes no guarantee that any portion of the anticipated utility work will begin on the day highway construction commences nor does CFX guarantee that such work will be performed on consecutive days.

The anticipated scheduling of new work, adjustments and/or relocation work is included on the Utility Schedules. More precise scheduling to accomplish utility work will be established at the Pre-Construction meeting. Utility Schedules must be used in conjunction with the utility adjustment sheets to be included in the Plans developed by the Design-Build Firm.

Claims Due to Utility Work not Contemplated in the Request for Price Proposals or the Conceptual Plans: No payment, compensation or adjustment of any kind (other than a non-compensable extension of time) shall be made to the Design-Build Firm for damages because of hindrances or delays arising out of or connected with the performance of utility work for the project regardless of the cause of such hindrance or delays and whether such hindrances or delays be avoidable or unavoidable, and the Design-Build Firm agrees that it will make no claim for compensation, damages or mitigation of liquidated damages for any such hindrances or delays and will accept any non-compensable extension of time otherwise granted pursuant to other provisions of the Contract Documents as full satisfaction for such hindrances or delays.; provided that nothing herein shall obligate CFX to grant an extension of time not otherwise due and the failure of the

Design-Build Firm to be granted an extension of time shall not create any entitlement to compensation, damages or mitigation of liquidated damages.

Weekly Meetings: Design-Build Firm 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 Design-Build Firm 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 thereunder. 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.

For work involving the relocation of utilities within the Department's Right of Way in which a UAO is performing the relocation, the Contractor may not require the UAO to indemnify and hold harmless the Contractor; except that the Contractor can require the UAO to indemnify and hold harmless the Contractor, 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 wrongful misconduct of the UAO and persons employed or utilized by the UAO in the performance of the utility relocation.

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.

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

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for

and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

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

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

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

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

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such 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:

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

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

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

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

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

Products and Completed Operations coverage, evidenced by a Certificate of

Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

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

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

- 5.114 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.

- 5.115 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.

- 5.118 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.

5.119 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.

5.12 Contract Bond (Public Construction Bond) Required

5.121 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.

5.122 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, including declared hurricanes, 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.

5.152 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.

5.153 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes,

regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5)

whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

Contractor warrants that all persons performing work for CFX under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. Contractor shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Contract and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that Contractor has knowingly employed any unauthorized alien in the performance of the Contract, CFX may immediately and unilaterally terminate the Contract for cause.

5.25 Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as

otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Convicted Vendor List

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of

36 months following the date of being placed on the convicted vendor list.

5.28 Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.29 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

5.30 Companies Pursuant to Florida Statute Section 287.135

Pursuant to Section 287.135(3)(a)4, if the company is found to have submitted a false certification as provided under subsection (5); been placed on the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria, the contract may be terminated for cause at the option of CFX.

Pursuant to Section 287.135(3)(b), if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the contract may be terminated for cause at the option of CFX.

Submitting a false certification shall be deemed a material breach of contract or renewal. CFX shall provide notice, in writing, to the Contractor of CFX's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CFX's determination of false certification was made in error then CFX shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes and as allowed by law.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without written consent of CFX. With CFX written consent, the Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The

Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds \$20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.12 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

631 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.

632 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.

633 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag

between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software PrimaveraP6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater than the most negative float in the CPM. The Contractor will not be permitted to alter float through such applications as extending duration

estimates or changing sequence relationships, etc., to consume available positive float.

Time Impact Analysis: If the Contractor requests a time extension to any required milestone date for changes in the Work ordered by CFX, the Contractor shall furnish such justification and supporting evidence in the form of a Time Impact Analysis illustrating the influence of the change on the Contract time such that CFX can evaluate the request. This Time Impact Analysis shall include a network analysis demonstrating how the Contractor has incorporated the change in the schedule. Each such Time Impact Analysis shall demonstrate the time impact of the performance of the changed Work as the date upon which the change arose or was otherwise ordered, the status of the Work at that time based upon the CPM schedule update prevailing at that time and the duration or logic computations for all of the affected activities. The Time Impact Analysis shall be submitted within ten (10) calendar days following the commencement of the delay event. Failure to make notification in the time and manner required shall be considered a waiver of the Contractor's entitlement to any time extension resulting from such delay. No time extension will be considered unless it specifically contains at least the following detailed information:

1. Date delay began;
2. Date delay impact was resolved;
3. Detailed chronology of delay including the dates of all applicable notifications and submittals;
4. Specific critical activities affected and the dates of impact;
5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

Updated Baseline Schedule: Also called the Schedule Update, is a copy of the Baseline Schedule with activities updated for actual start and/or finish dates and percent completion.

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

Schedule Content: Failure to include any element of required Work in the schedule shall not relieve the Contractor from completing all Work necessary to complete the Project on time.

Scheduling Costs: All costs incurred by the Contractor to create and maintain the Preliminary and CPM schedules including, but not limited to, updates, revisions, time impact analyses, and any additional required scheduling data shall be borne by the Contractor and are part of the Contract requirements.

Utility Coordination, Permits and Licenses: Sufficient liaison shall be conducted and information obtained at the utility pre-construction conference to coordinate activities with utility owners having facilities within the Project limits. The schedule shall conform to the utility adjustments and Maintenance of Traffic sequencing included in the Contract Documents unless changed by mutual agreement of the utility company, the Contractor, and CFX. The schedule shall show any utility adjustments that start or continue after the Contract time has started. In addition, the Contractor shall show the acquisition of permits or licenses needed for the Project.

Required Labeling of all Correspondence and Associated Documents: All Schedule related correspondence, including transmittals and attachments, shall have the Schedule number and cut-off date (data date) entered in the document heading. A sample format to be used is as follows: "0303-25AUG15", where 0303 is the schedule update number and 25AUG15 is the cut-off date (data date).

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit to CFX with the executed Contract the following documents:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera P6 Professional by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting.

Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CD's or USB Flash Drives with exported copies of each of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such as "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, and road closures and openings shall be adequately shown in the schedule. All milestones required by the Contract shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule

upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Design Milestones

Design Submittal Review Periods

Permitting

Bridge Activities:

Test Pile installation per bent per structure.

Production Pile installation per bent per structure.

Drilled shaft installation per pier per structure.

Pile caps per bent per structure.

Footings per pier per structure.

Columns per pier per structure.

Caps per pier per structure.

End bents per structure.

Beam or girder erection-span by span per structure.

Diaphragms.

Deck placement-span by span per structure.

Parapets-span by span per structure.

Roadway Activities:

Internal access and haul roads (location and duration in-place).

Utility relocation work by utility and by stationing and roadway.

Clearing and grubbing by stationing and roadway.

Excavation by stationing and roadway.

Embankment for each abutment location.

Embankment placed for each roadway by stationing and roadway.

Drainage by run with stationing and roadway.

Box Culvert or other large Pre-cast structure with stationing and roadway.

Reinforced Earth Wall leveling pad per bent per structure.

Reinforced Earth Wall per bent per structure.

Reinforced Earth Wall Coping per bent per structure.

Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.
Architectural Treatments.
Sound Walls.
Fiber Optic.
Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.

Building Activities:

Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.
Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.
Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.
Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.
Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.
Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.
Exterior doors, windows, and store-front framing.
Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and

miscellaneous finishes.

Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.

Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.

HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.

Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators, toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contractor must submit evidence to CFX that any activity to be added or removed from the schedule is a logical and reasonable change. If CFX decides that the activity is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the activity from the schedule, and the Contractor shall comply.

The schedule shall include a task activity for the first chargeable day of the Contract and a task activity for the last chargeable day of the Contract with a 1-day duration and a 7-day calendar assignment. The Contract Completion Date as defined in section 6.3.2.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract schedule of value item, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned =

75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities but constrained by a “start no earlier than” constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value.

Responsibility: Entity responsible for performing the work (i.e. Contractor, CFX, subcontractor, supplier, utility company, etc.).

Crew: resource assigned to the work (i.e. grading crew #1, drainage crew #2, paving crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

- A. Activity ID - Shall not exceed 6 characters in length.
- B. Predecessor and successor activity ID.
- C. Relationship types:
 - SS -Start to start
 - FF -Finish to finish
 - SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
 - FS – Finish to start
- D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Project Calendars: The Contractor shall define and assign as appropriate, a project specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars

using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. Calendars shall use day as the planning unit for the schedule. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Global Calendar: The global P6 calendar shall have all holidays and non-work days assigned.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using the Contract schedule of values, in accordance with established FDOT pay items and associated quantities, related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that all work is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource allocations for activities, and changing the calendar assignments to activities as needed. The Contractor shall not change an activity original duration for any reason. The Contractor must submit evidence to CFX that any revision to schedule logic, resource allocation, or calendar assignment is a logical, reasonable and necessary change. If CFX determines that the revision is not supported as described above, the Contractor will be required to remove the revision from the schedule update.

6.3.3.4.7 Revisions to the Baseline Schedule

1. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.
2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.
3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.2.4.9, unless CFX requests otherwise in writing.
4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.
5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the longest path of the accepted baseline schedule or the proposed updated baseline schedule, which contains

progress.

6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.
7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.
8. Upon acceptance of the proposed revision to the accepted baseline schedule, the proposed revision to the baseline schedule shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next scheduled updated baseline schedule.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

Submittal date.

Contractor Name.

Complete CFX Contract Number.

Project Description.

Contract Resident Engineer.

Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual

production rates for various types of Work performed by the crews loaded as resources in the schedule.

Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.

Changes in Total Float.

Changes in Early and Late Dates.

Changes in Original and Remaining Duration.

Changes in Activity Constraints.

Changes in Activity Predecessors, Successors, Relationship Type, and Lags.

Changes in Activity Resource Assignments.

Changes in Activity Cost Loading.

Changes in Activity percent completion.

Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

- A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.
- B. Key to identify all components in the bar chart and CPM.
- C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:
 - A. Activity ID number
 - B. Description of activity
 - C. List of pay items included in activity including:
 1. Pay item number
 2. Pay item description
 3. Quantity of pay item to be applied
 4. Unit measure of pay item
 5. Unit-price of pay item
 6. Total price for pay item to be applied
 - D. Total revenue loading of activity (Sum of "C")

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves representing the accumulated projected dollars to be earned for each month of the Contract.

6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.

7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The shall be submitted on compact disk (CD) or the electronic submittal process approved by the CEI. Each submission shall have the following information:
 - Contractor name
 - The complete CFX Project number
 - The four character P6 project number
 - Data Date in format -> "01JAN15"
 - Volume number _of_ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All

presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel at the weekly project progress meeting. The bar chart shall show all major Work in progress.

The bar chart shall show at least one week behind for actual Work performed and two weeks ahead for planned Work.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.
2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.
3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:
 - A. The Contractor performed Extra Work that met all of the following conditions:
 1. CFX stated that the Extra Work was not to be

performed concurrently with other Contract Work.

2. The Extra Work delayed the Contract Completion Date.
 3. The Extra Work impacted one or more activities on the current CPM schedule longest path.
- B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:
1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.
 2. The Contractor took every reasonable action to prevent the delay.
 3. The delay impacted one or more activities on the current CPM schedule longest path.
 4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;
2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;
3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good

workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the

Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way. The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

642 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.

643 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.

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.

644 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.

- 645 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.
- 646 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.
- 647 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.
- 648 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.
- 649 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.

- 64.10 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

- 66.1 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.

- 662 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.
- 663 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.
- 664 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 (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. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

- 6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

- 6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

- 6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.
2. Riot that would endanger the well-being of Contractor's employees.
3. Earthquake.
4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.
5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
6. Utility relocation and adjustment Work only if all the following criteria are met:

- a. Utility work actually affected progress toward completion of Work on the critical path.
 - b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.
7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.
 8. Epidemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.
 9. Impacts to the critical path caused by other contractors.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.
2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.
3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting

equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said 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

- 69.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for the following:
- a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
 - b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
 - c. performs the Work unsuitably or neglects or refuses to remove Materials or;
 - d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
 - e. discontinues the prosecution of the Work or;
 - f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
 - g. fails to pay timely its subcontractors, suppliers or laborers or;
 - h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
 - i. becomes insolvent or is declared bankrupt or;
 - j. files for reorganization under the bankruptcy code or;
 - k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
 - l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
 - m. makes an assignment for the benefit of creditors or;
 - n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
 - o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX.
 - p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is 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.

- 692 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.

693 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.

6.106 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated in the Specifications. Corrugations, rustications, or any deviations in texture will not be quantified for surface area measurement and payment, if applicable.

7.1.3 Determination of Pay Reduction:

7.1.3.1 In measurement of areas of work, where pay reductions are to be assessed, the Engineer will use the lengths and/or widths in the calculations based upon station to station dimensions in the Contracts Documents; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the final surface of the completed work within the neat lines shown in the Contract Documents or designated by the Engineer. The Engineer will use the method or combination of methods of measurement, which will reflect with reasonable accuracy, the actual surface area of the finished work as the Engineer determines. Failure on the part of the Contractor to construct any item of work to plan or authorized dimensions within the specification tolerances will result in: reconstruction to acceptable tolerances at no additional cost to the CFX; acceptance at no pay; or, acceptance at reduced pay, all at the discretion of the CFX.

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.

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.

The contract lump sum and unit prices will include overhead, profits, and direct and indirect costs required to complete the project except as described below.

For any item of work contained in the proposal, include in the contract lump sum price (or unit 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.

72.1.1 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 estimated 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 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th 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 15th 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, up to the quantity estimated by CFX to complete the work, on items for which established standard fuel factors are provided in the Contract Documents.

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.

72.12 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 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th 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 will be based on the quantities shown on the progress estimate, up to the quantity estimated by CFX to complete the work.

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/yd² 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.

- 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 Deficiencies: When a deficiency occurs that results in the acceptance of a material at a reduced payment level as defined in these Specifications, the CEI will apply a reduction in payment for the material in question based on the unit prices as determined using the six-month State wide pay item averages. The dates will be the six months prior to the letting date for this Contract.
- 7.3.2 Asphalt Pay Adjustment: There will be no spread rate adjustments on any asphalt items.
- 7.3.3 Quality: Where an adjustment of payment for quality is called for in the Contract Documents, the Engineer will make such adjustments for the corresponding quantity of material based on the unit prices as determined using the six month State wide pay item averages (using the dates six months prior to the letting date for this Contract), or the adjustment as defined in the standard specifications, as amended by CFX.
- 7.3.4 Adjustment to the Lump Sum Payment for Deleted Items of Work: When items of work are shown in the Contract Documents to be constructed or installed and due to actual field conditions, it is determined by the Engineer that the items are not needed, a negative adjustment to the Contract will be made. The negative adjustment will be based on all costs incurred prior to the date the Engineer determined the items are not needed and CFX will retain ownership of the items. The negative adjustment will be processed in accordance with 2-3.2.
- 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 RRBBCOE monthly rates by 176. The columns, itemizing rates, labeled “Weekly”, “Daily” and “Hourly” shall not be used.

4.) No additional overhead will be allowed on Equipment costs.

Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors
x 100%

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable
Hourly Operating Cost

Standby Rate = Allowable Hourly Equipment Rate x 50%

The Monthly Rate is the Basic Machine Rate plus any Attachments. Standby rates will apply when machinery or Equipment is not in operation and is directed by CFX to stand by at the Project site when needed again to complete work and the cost of moving the Equipment will exceed the accumulated standby cost. Standby rates will not apply to any day the Equipment operates for eight or more hours. Standby payment will be limited to only the number of hours which, when added to the operating time for that day, equals eight hours. Standby payment will not be made on days that are not normally considered workdays on the project.

Transportation to and from the location at which the Equipment will be used will be allowed. If the Equipment requires assembly or disassembly for transport, the time for this will be paid at the rate for standby Equipment.

The markups in 1) through 4) above include all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A subcontractor mark-up will be allowed only by the prime Contractor and a

first-tier subcontractor.

(e) Insurance, Bond and Taxes:

A markup of 1.5% will be allowed on the overall total cost of the alteration, change, additional or unforeseen Work for insurance and bond on the prime Contractor's bond. The markup includes all direct and indirect costs, including but not limited to increased jobsite support costs, etc., and expenses of the Contractor, including but not limited to overhead of any kind and reasonable profit.

Subcontractors who actually perform the alterations, changes, additional or unforeseen Work will be allowed all markups specified herein.

- 7.4.2 Records: The compensation as herein provided shall be accepted by the Contractor as payment in full for extra Work done on a force account basis. The Contractor and CFX shall compare records of extra Work done on a force account basis at the end of each day. Copies of these records shall be duplicated by CFX and signed by both CFX and the Contractor.

All claims for extra Work done on a force account basis shall be submitted by the Contractor upon certified statements, to which shall be attached original receipted bills covering the costs of the transportation charges on all Materials used in such Work. However, if Materials used on the force account Work are not specifically purchased for such Work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such Materials were taken from Contractor's stock, that the quantity claimed was actually used and that the price and transportation claimed represent actual cost to the Contractor.

- 7.4.3 Preliminary Order-of-Magnitude Estimate: As a condition precedent to beginning work designated as Force Account, the CEI in coordination with the Contractor will prepare a Preliminary Order-of-Magnitude Estimate of the contemplated work. The purpose of this Preliminary Order-of-Magnitude Estimate is to establish the scope of work, the approach, applicable rates, the estimated duration, and the required documentation necessary to monitor the work for final payment.

7.5 Deleted Work

CFX shall have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein by payment to the Contractor of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by CFX.

In addition to having the right of canceling the portions of the Contract relating to the construction of any acceptable item therein, CFX shall have the right to cancel any portion of the engineering services. Said cancellation shall be in the same manner as contained herein.

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 based on a Contractor approved payout schedule (schedule of values). 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: the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

<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 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 Record Drawings as required by Article 3.3.1 of these General Specifications.
- H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.
- I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.
- J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

If the Contractor fails to furnish all required Contract Documents listed in B) through J) of this Article within 90 calendar days of the Offer of Final Payment, CFX may deduct from the retainage due the Contractor, \$1,000 for each calendar day beyond the 90 calendar days that the Contractor fails to provide the required Contract Documents.

7.10 Offsetting Payments

If payment of any amount due CFX after settlement or arbitration is not made by the Contractor within 60 days, CFX may, at its sole discretion, offset such amount from payments due the Contractor for Work performed under any other contract with CFX,

excluding amounts owed to subcontractors, suppliers and laborers. Offsetting any amount in this manner shall not be considered a breach of the Contract by CFX.

END OF SECTION 7

SECTION 8 – DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE (D/M/WBE) PARTICIPATION

- 8.1 General: The Contractor is encouraged to continue to meet or demonstrate the participation objectives could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX has provided an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform Work with its forces that has been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

- (1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;
- (2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;
- (3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;
- (4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

8.2.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

8.2.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

- (c) “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) “Asian-Indian Americans”, which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) “Women”.
- (2) “Joint Venture” means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
 - (3) “Certified” means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.
 - (4) “Independently Owned and Operated” means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status
 - (5) “Women Business Enterprise” comprises all women. All women business owners will be classified as a Women Business Enterprise.

823 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.

824 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.

825 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;
2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;
3. the dollar value of the contracts awarded to D/M/WBEs;
4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;
5. a description of the general categories of contracts awarded to D/M/WBEs;
6. the specific efforts employed to identify and award contracts to D/M/WBEs;
7. maintenance of records of payments and monthly reports to CFX;
8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

91 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.

92 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.

93 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.

94 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.

95 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- PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 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.

10.2.2 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.

10.2.3 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.

10.2.4 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.

10.2.5 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.

10.2.6 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.

10.2.7 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.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

**DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT**

THIS THREE PARTY AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”)**, _____ (**“Contractor”**) and the **DISPUTES REVIEW BOARD (“Board”)**, consisting of three members: _____, _____ and _____ (**“Members”**).

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract (**“Contract”**) provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

**I
DESCRIPTION OF PURPOSE**

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

**II
SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board’s operations. The first two Board Members selected shall proceed with the selection of the third Board Member

upon receiving their appointment. If the first two Members are unable to select a third Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission.

Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.
2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.
3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand 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.

**IX
LEGAL RELATIONS**

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

**X
ARBITRATION, VENUE, APPLICABLE LAW**

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

**XI
NO BONUS**

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

**XII
NO CONFLICT**

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Print Name: _____
Title: _____

BOARD:

DISPUTES REVIEW BOARD

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____

F. 3.



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

Maintenance Update

Donald Budnovich, Director of Maintenance

- October 8, 2020 -

Overview



- **24/7 Operation**
- **Roadway and Bridge Asset Maintenance**
- **Landscape Maintenance**
- **Facilities Maintenance**
- **Miscellaneous Asset Maintenance**



CFX Infrastructure

- 125 Centerline Miles of Roadway
- 359 Bridge Structures
- 4000 Acres of grassed areas (Mowed Monthly)
- 653 Overhead Sign Structures
- 3100 Roadway Signs
- 10,000 Highway Lights





Roadway and Bridge Asset Maintenance

East Side: SR 408, SR 417 and SR 528

West Side: SR 414, SR 429, SR 451 and SR 453

Roadway and Bridge Maintenance

Poinciana Parkway (SR 538)



Other Maintenance Items



- Traffic Signals
- Road Ranger Program
- Bridge Structure Inspections
- Sign Structure Inspections
- Right of Way Permit Inspections

Landscape Maintenance



- SR 408, SR 417 and Headquarters Building
- SR 414, SR 429, SR 451, SR 453 & SR 528
- Pond Maintenance

Facilities Maintenance



- 13 Mainline Plazas
- 71 Ramp Plazas
- 3 Mainline Gantries

Facilities Maintenance



- **Headquarters Building**
- **Backup Data Center**
- **E-Pass Service Center**

Next Steps

- **Next Procurement Anticipated in 2022**
- **Changes Under Consideration**
 - Increase System Wide Mowing Frequency
 - Increase Frequency of Litter Removal and Vacuum Sweeping
 - 4 Contract Areas vs 2 Contract Areas
- **Individual Contracts**
 - Roadway & Bridge Asset Maintenance
 - Lighting
 - Mowing and Herbicide



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

QUESTIONS

F. 4.

The logo for the Central Florida Expressway Authority is centered in the upper portion of the image. It consists of the words "CENTRAL FLORIDA" in a large, black, serif font, with "EXPRESSWAY" in a smaller, orange, sans-serif font below it, and "AUTHORITY" in the same large, black, serif font as the first line. The text is enclosed in a white rectangular box with thin orange horizontal bars above and below it.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

The background of the entire image is a photograph of a highway construction site at sunset. The sky is a mix of orange, yellow, and blue. In the foreground, there are large concrete bridge piers, some with scaffolding. A red crane is visible on the left, and an orange forklift is on the right. A road with traffic is visible in the middle ground, with a green highway sign for Goldenrod Rd. The overall scene is one of active infrastructure development.

Supplier Diversity Program

Iranetta Dennis, Director of Supplier Diversity

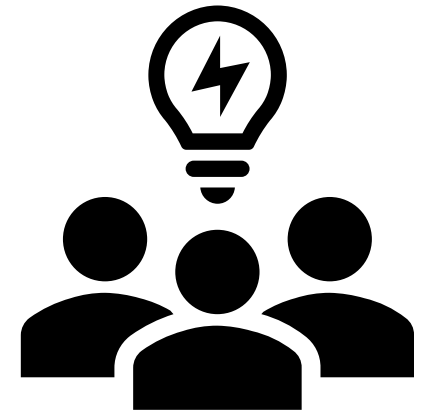
- October 8, 2020 -



“Diverse businesses are important to the economic prosperity of the communities in which they conduct business.”

CFX Programs

- **Disadvantaged, Minority and Women owned Business Enterprise Program (D/M/WBE)**
 - We have established a 15% objective in CFX procurement solicitations
- **Small Sustainable Business Enterprise Program (SSBE)**
 - Participants compete with like size companies
- **Disadvantaged Business Enterprise Program (DBE)**
 - Construction projects that are federally funded



Who Participates



D/M/WBE Program

Firms certified by:

- City of Orlando
- Orange County
- FDOT



SSBE Program

Companies are registered with CFX as a SSBE firm



DBE Program

Firms certified by Florida Unified Certification Program

CFX FY19&20 D/M/WBE Contract Award

Fiscal Year	Total Award Amount	Total Minority Award Amount	Percentage of Utilization
2019	\$183,531,222.68	\$37,241,289.15	20%
2020	\$240,918,991.64	\$42,242,460.15	18%

Community Partners



Community Engagement

- Conferences
- Forums
- Vendor Trade Fairs



INTERNATIONAL BRIDGE, TUNNEL AND TURNPIKE ASSOCIATION



FSMSDC

Florida State
Minority Supplier
Development Council

Ongoing Initiatives



Provide Opportunities for Inclusion



Encourage Business Growth



Small Business Support

The Office of Supplier Diversity

TRANSPARENT STRATEGIC PLANNING **CULTURE** INCLUSION **COMPETITIVE**
PROFESSIONAL | BUSINESS **SUPPLIER**
QUALITY ORIENTATION **SMALL** ADVERTISING
STRUCTURE **FOCUS** DIVERSITY STATE
IDENTITY **EDUCATE** EQUALITY | GROUPS | FAIR MOTIVATION
GROUPS ETHNICITY **PROCUREMENT** **POLICY** TERMS
COOPERATION | COMPETITORS **CULTURAL** TRAINING **EQUAL**
OPPORTUNITIES **GENDER** GROWTH **AGE** POLICY
VISION **GROUPS**