

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 12, 2020
9:00 a.m.**

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the governing Board for CFX provides for an opportunity for public comment at the beginning of each regular meeting. Citizens may address the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter is on the Board's agenda but excluding pending procurement issues. Each speaker shall be limited to 3 minutes. The Public may also submit written comments in advance of the meeting to be read into the record except that if the comments exceed 3 minutes in length, when read, they will only be attached as part of the minutes.

C. APPROVAL OF BOARD MEETING MINUTES (action Item)

1. September 10, 2020 Board Meeting Minutes
2. October 8, 2020 Board Meeting Minutes

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. **BRIGHTLINE UPDATE** – *Michael Cegelis, Brightline, Executive Vice President* (info. Item)
2. **MONTHLY COVID-19 FINANCIAL ASSESSMENT** - *Lisa Lumbard, CFX Chief Financial Officer* (info. item)
3. **FY 2020 FINANCIAL STATEMENTS** – *Michael Carlisle, CFX Director of Accounting & Finance and Daniel J. O'Keefe, MSL, P.A., Shareholder* (action item)

(CONTINUED ON PAGE 2)

4. **SR 417 WIDENING FROM INTERNATIONAL DRIVE TO JOHN YOUNG PARKWAY WIDENING**
Will Hawthorne, CFX Director of Engineering (action item)
5. **INTERLOCAL AGREEMENT WITH THE CANAVERAL PORT AUTHORITY FOR ELECTRONIC PARKING FEE COLLECTION** – *Jim Greer, CFX Chief Technology & Operating Officer (action item)*

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

1.

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 Lombard, 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 ratio is 1.75, which is above CFX's budgeted ratio 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:

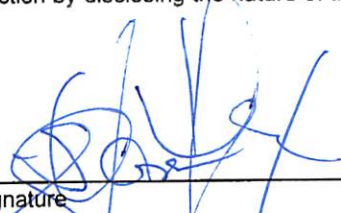
Item 1 on the Consent Agenda for the Central Florida Expressway Authority Board Meeting held on September 10, 2020 is for the Approval of Supplemental Agreement No. 1 with Johnson, Mirmiran and Thompson, Inc. as CFX Owner's Representative for the I-4/SR408 Ultimate Interchange and the Coordination for 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.

2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 8, 2020**

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

A. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Vice Chairman Dyer.

Vice Chairman Dyer announced that he is sitting in for Chairman Carey since she had to be out of town today.

Board Members Present:

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

Board Member Not Present:

Commissioner Brenda Carey, Seminole County (Chairman)

Staff Present at Dais:

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

Non-Voting Advisor Not Present:

Nicola Liquori, Executive Director, Florida's Turnpike Enterprise

B. PUBLIC COMMENT

Verbal Comment

Vice Chairman Dyer explained CFX public comment procedures require that citizens requesting to provide public comment before the Board, submit public comment 5 minutes before the meeting starts.

There were no public comments.

Written Comment

Vice Chairman Dyer explained members of the public can also submit written comments on items of interest in advance of each Board meeting. The form to submit written public comment is located on CFX's website at CFXWay.com. Written comments should be sent 48 hours prior to the meeting.

There were no public comments.

C. APPROVAL OF SEPTEMBER 10, 2020 BOARD MEETING MINUTES

This item will be presented for approval at the November 12, 2020 Board Meeting.

(No Board action was taken.)

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

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)
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 Cygilant, 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

Consent Agenda Items #6 and #7 were pulled for a separate vote. Commissioner VanderLey abstained from voting on these items 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 Commissioner VanderLey and seconded by Ms. Herr to approve the Consent Agenda except for items #6 and #7. The motion carried unanimously with all eight (8) board members in attendance voting AYE by voice vote. Commissioner Carey was not present.

A motion was made by Mr. Madara and seconded by Commissioner Arrington to approve Consent Agenda items #6 and #7. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Commissioner VanderLey abstained from voting. Commissioner Carey was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

Vice Chairman Dyer announced the following:

- In recent months, CFX was recognized and received five awards for excellence. Encompassing financial reporting, project design and construction - including the 2020 Best in Construction Award for the recently completed SR 408/417 interchange.
- The next CFX Board meeting is on November 12, 2020.

2. TREASURER'S REPORT

Commissioner VanderLey reported that as of August toll revenues year-to-date were \$70,127,965, which is 59.7% over projections and 17.1% under prior year.

Total Operations, Maintenance and Administration expenses were \$7,549,708 million year-to-date, which is 9.5% under budget.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Kelley expanded on the following:

- Details of the September 25 technical tour for Orange County Public School representatives, facilitated by CFX staff;
- Chief Financial Officer, Lisa Lumbar and her team, were awarded the Certificate of Achievement for Excellence in Financial Recording for the 15th consecutive year; and
- Director of Engineering, Will Hawthorne, was named as one of Orlando's "40 under 40 Honoree" by the Orlando Business Journal.

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 October 2020. Ms. Lumbar explained that the Poinciana Parkway Widening Project was the only project added since the September board meeting. She detailed the estimated budget vs actual as of the end of September 2020.

Ms. Lumbar noted that she continues to approve all construction projects prior to the procurement process to ensure sufficient funds are available to complete construction projects before they begin.

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

2. POINCIANA PARKWAY WIDENING DESIGN/BUILD PROJECT

Will Hawthorne, Director of Engineering, provided the history of the Poinciana Parkway and corridor features. He described the process for the contractor/designer selection and cited the bids received.

The Board asked questions which were answered by Mr. Hawthorne.

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 Commissioner Arrington and seconded by Mayor Demings for 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. The motion carried unanimously with seven (7) members present voting AYE by voice vote. Commissioner VanderLey abstained from voting. Commissioner Carey was not present.

3. MAINTENANCE UPDATE

Don Budnovich, Director of Maintenance, provided an update and overview of the CFX Maintenance program which includes 24/7 operation, roadway and bridge asset maintenance, landscape maintenance, facilities maintenance and miscellaneous asset maintenance.

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

4. SUPPLIER DIVERSITY PROGRAM UPDATE

Iranetta Dennis, Director of Supplier Diversity, provided an update on the CFX Supplier Diversity program. She described the three programs promoted, who participates, FY 19 & 20 Disadvantaged/Minority/Women Business Enterprise contract awards, community partners, community engagement and ongoing initiatives.

The board asked questions which were answered by Ms. Dennis.

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

G. BOARD MEMBER COMMENT

There was no board member comment.

H. ADJOURNMENT

Vice Chairman Dyer adjourned the meeting at 9:42 a.m.

Mayor Buddy Dyer
Vice Chairman
Central Florida Expressway Authority

Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2020.

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

DRAFT

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

LAST NAME—FIRST NAME—MIDDLE NAME VanderLey, Betsy Kay	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Central Florida Expressway Authority
MAILING ADDRESS 4974 ORL Tower Road	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
CITY Orlando	COUNTY Orange
DATE ON WHICH VOTE OCCURRED 10/08/2020	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.

20 OCT 8 10:13

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 October 8, 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 _____, or _____, 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:

At the October 8, 2020 Board Meeting of the Central Florida Expressway Authority (CFX) there are three items related to an entity named DRMP, Inc. which is a potential conflict of interest for me based on the CFX Code of Ethics. 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 because there is no current business relationship, CFX 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." As such I am abstaining from the following items:

Item F2 is on the Regular Agenda in which the Board is to award a contract to the Lane Construction Corporation for design/build services for the SR 538 Poinciana Parkway Widening in the amount of \$92,628,420.00. DRMP, Inc., has been named as a sub-consultant partner in the proposed low bid.

Item 6 on the Consent Agenda is for the Approval of a Supplemental Agreement No. 4 with RS&H, Inc. for SR 417 Widening Project No. 417-142, Contract No. 001313 (Agreement Value: not-to-exceed \$92,161.96). DRMP, Inc., has been included as a sub-consultant.

Item 7 on the Consent Agenda is for the Approval of a 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).

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.

Date Filed

10/8/2020

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 November 12, 2020

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following projects:
 - a. Project 408-128 The Lane Construction Corp. (\$ 18,544.85)
 - b. Project 417-134 Hubbard Construction Co. (\$ 157,869.89)
2. Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for SR 538 Widening from Ronald Reagan Parkway to Cypress Parkway, Project No. 538-165, Contract No. 001722

ENGINEERING

3. Approval of Second Contract Renewal with CH2M Hill, Inc. for I-4/SR 408 Interchange Corridor Consultant, Contract No. 001055 (Agreement Value: \$0)
4. Approval of Southeastern Archaeological Research, Inc. as a Subconsultant for Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145
5. Approval of Second Contract Renewal with WBQ Design & Engineering, Inc. for Miscellaneous Design Consultant Services, Contract No. 001207 (Agreement Value: \$830,000.00)
6. Authorization of Mitigation Credit Purchases with Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150 (Agreement Value: not-to-exceed \$440,000.00)
7. Approval of Supplemental Agreement No. 5 with Atkins North America, Inc. for Design Consultant Services for SR 417 Widening from Narcoossee Road to SR 528, Project No. 417-150, Contract No. 001393 (Agreement Value: not-to-exceed \$137,251.74)
8. Approval of Contract Award to BCC Engineering, LLC for Design Consultant Services for SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line – Segment 2, Project No. 516-237, Contract No. 001686 (Agreement Value: not-to-exceed \$5,000,000.00)
9. Approval of Supplemental Agreement No. 5 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 \$1,307,509.88)

FINANCE

10. Approval of Supplemental Agreement No. 1 with Protiviti, Inc. for Internal Auditor Services, Contract No. 001391 (Agreement Value: \$250,000.00)

INTERNAL AUDIT

11. Acceptance of Internal Audit Reports:
 - a. Public Records Review
 - b. Prior Audit Recommendations Follow-Up
 - c. Procurement and Contract Billing Audit
 - d. Enterprise Resource Planning Requirements Support
 - e. National Institute of Standards in Technology Cybersecurity Framework Review

LEGAL

12. Approval of Second Contract Renewal with Hopping Green & Sams, P.A. for Legal Counsel Services, Contract No. 001460 (Agreement Value: \$99,000.00)
13. Approval of First Amendment to Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and CFX, Project 538-165
14. Approval of Joint Participation Agreement Between Osceola County and CFX for the Shingle Creek Mainline and Poinciana Boulevard Ramp Toll Plazas, Project No. 599-902

MAINTENANCE

15. Approval of Proshot Concrete, Inc. as a Subcontractor for Jorgensen Contract Services, LLC for Roadway Maintenance Services, Contract No 001151

PUBLIC OUTREACH

16. Approval of Partnership between CFX and WFTV for Fiscal Year 2021 Safety Campaign (Agreement Value: not-to-exceed \$155,000.00)

RISK MANAGEMENT

17. Authorization for Executive Director to Execute a Settlement Agreement (Agreement Value: not-to-exceed \$145,000.00)

TECHNOLOGY/TOLL OPERATIONS

18. Approval of Purchase Order to SHI International Corp. for Striim Software and Support Services (Agreement Value: \$52,688.16)
19. Approval of First Contract Renewal with Transportation Operations & Management Solutions a Registered Name of Shimmick Construction Company, Inc. for Toll Facilities Operations and Management Services, Contract No. 001661 (Agreement Value: \$16,950,258.22)
20. Authorization to Execute a Supply Agreement with A-TO-BE USA LLC for Automated Coin Machines, Contract No. 001748 (Agreement Value: not-to-exceed \$1,500,000.00)

TRAFFIC OPERATIONS

21. Approval of Base Consultants, Inc. as a Subconsultant for Vanasse Hangen Brustlin, Inc. for Systemwide Three-Line Dynamic Message Signs Replacement Project, Contract No. 001419

The following items are for information only:

- A. The following is a list of advertisement(s) from October 6, 2020 through November 8, 2020:
1. 417-142: SR 417 Widening from John Young Parkway to Landstar Boulevard – Construction
 2. 528-168: SR 528 Widening from Goldenrod Road to Narcoossee Road – Design
 3. 599-829: Systemwide Landscape Wildflower Program
 4. 599-416A: McCoy Road Facility Water Line Installation
 5. 417-151: SR 417 Widening from Boggy Creek Road to Narcoossee 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. 408-628B: SR 408 Guide Sign Replacements – Construction
 2. 417-149: SR 417 Widening from Landstar Boulevard to Boggy Creek Road – Construction
 3. 417-150: SR 417 Widening from Narcoossee Road to SR 528 – Construction
 4. 417-751: SR 417 and SR 528 Bridge Bearings Replacement – Construction
 5. 417-760: SR 417 Milling and Resurfacing between SR 417 and Curry Ford Rd – Construction
 6. 417-761: SR 417 Milling and Resurfacing between SR 408 and E-4 Canal – Construction
 7. 429-152: SR 429 Widening from Florida's Turnpike to West Road – Construction
 8. 599-419: SR 408, SR 429 and SR 414 Air Conditioner Replacements – Construction
 9. 528-160: SR 528 Widening from Narcoossee Road to SR 417 – Construction
 10. 528-757: SR 528 Farm Access Road Bridge #1 Removal – Construction
 11. 599-759: South Access Road Slope Repair – Construction
 12. 414-640: SR 414 Guide Sign Replacement – Construction
 13. 429-153: SR 429 Widening West Road to SR 414 – CEI Services
 14. 599-416B: McCoy Road Facility Sewer Line Installation
 15. 408-831: SR 408/417 Interchange Landscape
 16. 408-830: SR 408 from SR 417 to Alafaya Trail Landscape
 17. Advocacy Services
 18. Appraiser Services
 19. Disclosure Counsel
 20. Financial Management System Software and Implementation Services
 21. Treasury Custody Services


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

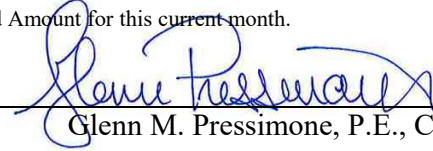
DATE: October 21, 2020

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 (\$) November 2020	Total Amount (\$) to Date*	Time Increase or Decrease
408-128	The Lane Construction Corp.	SR 408 from SR 417 to Alafaya Trail	\$ 76,299,999.00	\$ 3,514,367.52	\$ (18,544.85)	\$ 79,795,821.67	44
417-134	Hubbard Construction Co.	SR 417 Widening, Econlockhatchee Canal to Aloma Ave.	\$ 44,810,996.19	\$ 782,775.91	\$ (157,869.89)	\$ 45,435,902.21	15
TOTAL					\$	(176,414.74)	

* Includes Requested Amount for this current month.

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

Project 408-128: SR 408 from SR 417 to Alafaya Trail
The Lane Construction Corp.
SA 408-128-1120-11

Retrofit Existing Lighting

Beyond the widening limits, the project includes upgrading existing lighting to LED. An assessment was performed and deficient items were identified and corrected. Two light poles were changed from ground mount to pedestal mount to overcome height differential associated with construction of a retaining wall.

ADD THE FOLLOWING ITEMS:

Replace MG2 Surge Arrestor	\$	5,360.16
Pull Box Lid Replacement	\$	670.05
Ground Rod Assembly	\$	7,181.76
Removal and Replacement of Split Bolt	\$	434.79
Strain Relief	\$	1,956.00
Duct Seal	\$	2,162.66
PCDS Slack Adjustment	\$	1,209.34
Light Pole Mow Pad	\$	19,350.00
Pole Cable Distribution System, Conventional	\$	23,162.16
Retrofit Additional Costs Above Sub-Contractor Unit Price Proposal	\$	<u>6,148.69</u>
	\$	67,635.61

Increase Contract Time 44 Non-Compensable Calendar Days

Dean Plaza Water/Sewer Utility Services from Briar Bay

The clearing for and the construction of a soundwall required replacement of the water line servicing the Dean Road mainline plaza. The Dean Road mainline plaza was on septic tank and drain field and this was eliminated by connecting to the municipal sanitary sewer system in an adjacent community.

ADD THE FOLLOWING ITEM:

Dean Plaza Water/Sewer Utility Services from Briar Bay	\$	68,698.44
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Catwalk Shop Drawings

This provides compensation for the shop drawings developed for the installation of a catwalk on an existing structure to provide access to the Dynamic Message Sign (DMS).

ADD THE FOLLOWING ITEM:

DMS Catwalk Shop Drawings	\$	6,091.80
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Credit for Owner Furnished Cantilever Arms

Plan Revision 1 accommodated CFX furnishing the arms to Cantilever Structures OC 1, 4 and 8. This provides credit to CFX for the arms furnished, less modifications necessary to accommodate the arms.

ADD THE FOLLOWING ITEM:

Credit for Owner Furnished Cantilever Arms	\$	(13,489.00)
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Econ Bridge Drain Pipe - UV Protection

In order to provide UV protection on the new bridge drainage piping, a protective coating was applied.

ADD THE FOLLOWING ITEM:

Econ Bridge Drain Pipe - UV Protection	\$	26,595.80
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Lake Kehoe Overpass, EB Bridge, Right Shoulder, Deck Repair, Car Fire 5/12/2020

On May 12, 2020 a vehicle caught fire and burned on the right shoulder of Lake Kehoe overpass EB Bridge. This change is necessary to repair the damage caused by the vehicle fire.

ADD THE FOLLOWING ITEM:

Lake Kehoe Overpass, EB Bridge, Right Shoulder, Deck Repair, Car Fire 5/12/2020	\$	26,225.39
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Econ Bridge, Drainage, Settlement

Due to the existing drainage pipe alignment and the differing pipe class type encountered, substantial rework was required to provide a functional drainage system that would accommodate movement of the bridge. This additional work was quantified through daily records of construction activities.

ADD THE FOLLOWING ITEM:

Econ Bridge, Drainage, Settlement	\$	82,348.84
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32' Radius Curved Guardrail

Additional work was required to provide tight radius curved guardrail at the Rouse Road intersection at the new off ramp.

ADD THE FOLLOWING ITEM:

32' Radius Curved Guardrail	\$	5,441.20
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ITS Conductors, Insulation, Warranty

Due to a difference of interpretation of the location of the upgraded conductor insulation, the Contractor was required to perform resistance testing and provide a five (5) year warranty for all conductor. This confirms that Lane Construction and ION jointly and severally provide a five (5) year warranty from the date of final acceptance on all ITS conductor on this project.

ADD THE FOLLOWING ITEM:

ITS Conductors, Insulation, Warranty	\$	-
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Removal of DMS 408-19.6WB

Remove and transport the 408-19.6 WB Dynamic Message Sign (DMS) to the CFX maintenance yard at McCoy Road for storage and future use.

ADD THE FOLLOWING ITEM:

Removal of DMS 408-19.6 WB	\$	13,504.17
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Modify Existing Contract Pay Items

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

ADD THE FOLLOWING ITEMS:

Optional Base, BG 09 (Limerock, 10") - CPF Adjustment	\$	(21.24)
Superpave Asphaltic Concrete, Traffic C - Composite Pay Factor	\$	(13,945.01)
Superpave Asphaltic Concrete, Traffic D - Composite Pay Factor	\$	21,192.54
Superpave Asphaltic Concrete, Traffic D, PG 76-22 - Composite Pay Factor	\$	56,024.08
Asph. Conc. FC, FC-5, PG 76-22 (Black Granite) - Composite Pay Factor	\$	(14,157.83)
Asph. Conc. FC, TL-C, FC-12.5, PG 76-22 - Composite Pay Factor	\$	(322.66)
Asph. Conc. FC, TL-D, FC-12.5, PG 76-22 - Composite Pay Factor	\$	(1,771.85)
Utility Allowance Duke Toll Plaza Final	\$	15,348.67
Allowance for Dispute Review Board	\$	37,000.00
Work Orders 01-84	\$	436,186.46
	\$	<u>535,533.16</u>

INCREASE THE FOLLOWING ITEMS:

Milling Exist Asph Pavt, 2 ¾" Avg Depth	\$	1,800.00
Video Tape Existing Storm Drain Pipes	\$	49,582.50
Pipe Culv., Wall Pipe, Round, 18" S/CD	\$	176.00
Concrete Curb & Gutter, Type F	\$	23,459.80
Sidewalk Concrete, 4" Thick	\$	9,360.00
Sidewalk Concrete, 6" Thick	\$	2,024.00
Rumble Strips, Ground-in, 16" Min. Width	\$	1,904.76
Performance turf, Sod	\$	97,756.90
Conduit, F&I, Open Trench	\$	5,112.80
Conduit, F&I, Open Trench	\$	3,054.50
Conduit, F&I, Bridge Mount	\$	4,781.50
Pull Box (F&I)	\$	2,240.00
Small Fiber Optic Pull Box, 24" Dia (F&I)	\$	1,510.00
Concrete Manhole (Adjust)	\$	2,940.00
Fiber Optic Conduit (4~1" HDPE/SDR 11) (Trench or Plow)	\$	665.00
Fiber Optic Conduit (9~1" HDPE/SDR 11) (Trench or Plow)	\$	14,873.50
Fiber Optic Conduit (2~2" HDPE/SDR 11) (Trench or Plow)	\$	350.00
Fiber Optic Conduit (1~2" & 1~2" HDPE/SDR 11) (Trench or Plow)	\$	13.50
FO Conduit, 6" HDPE/SDR 11 Outer Duct w/1~2", Direct Bore	\$	17,474.10
FO Conduit, 6" HDPE/SDR 11 Outer Duct w/2~2" Direct Bore	\$	2,407.20
FO Conduit, 8" HDPE/SDR 11 Outer Duct w/9~1" & 1~2" HDPE Direct Bore	\$	578.00
FO Conduit, 8" HDPE/SDR 11 Outer Duct w/3~2" & 3~1" HDPE Direct Bore	\$	359.80
FO Conduit, 6" PVC Outer Duct w/ 9~1" HDPE/SDR 11, Direct Bore	\$	3,787.00
Single Post Sign, F&I, 12-20 SF	\$	8,880.00
Single Post Sign, Relocate	\$	494.00
Single Post Sign, Relocate	\$	44.80
Multi-Post Sign, F&I, Ground Mount, 31-50 SF	\$	6,300.00
Multi-Post Sign, F&I, Ground Mount, 51-100 SF	\$	6,400.00
Multi-Post Sign, F&I, Ground Mount, 101-200 SF	\$	8,100.00
Multi-Post Sign, Remove	\$	589.00
Sign Panels, Remove, 101-200 SF	\$	2,720.00
Overhead Static Sign Structure, F&I, Cantilever	\$	64,000.00
Delineator, Flexible, Tubular	\$	2,090.00
Thermoplastic, White, Solid for Stop Line and Crosswalk	\$	396.00
Thermoplastic, Preformed, White, Solid, 12"	\$	909.50
Thermoplastic, STD-Open Graded Asphalt Surface, White, Solid 6"	\$	1,980.00
Lighting Conductors, F&I, Insulated, No. 4 to No. 2,	\$	912.00
Lighting Conductors, F&I, No. 1/0 – 3/0 (0-000)	\$	369.60
Conductors (F&I) (Insulated) (No. 10)	\$	121.80
Conductors (F&I) (Insulated) (No. 6)	\$	974.05
Conductors (F&I) (Insulated) (No. 4)	\$	127.10
Conductors (F&I) (Insulated) (No. 2)	\$	528.90
Conductors (F&I) (Insulated) (No. 1)	\$	129.85
Conduit (F&I – Underground) (2" Schedule 40 PVC)	\$	2,902.50
Conduit (F&I – Surface Mount) (RGS)	\$	954.10
Light Pole Complete, F&I, Wind Speed 130, Pole Height 45'	\$	30,600.00
Light Pole Complete, Remove	\$	2,136.00
Luminaire, F&I, Underdeck, Pendant Hung	\$	4,960.00
Pole Cable Distribution System, Conventional	\$	1,610.00
Pole Cable Distribution System, Wall Mount	\$	320.00
	\$	<u>395,760.06</u>

DECREASE THE FOLLOWING ITEMS:

Stabilization, Type B	\$ (350.35)
Milling Exist Asph Pavt 1 ¾" Avg Depth	\$ (5,959.40)
Superpave Asph. Conc. Traffic D	\$ (16,653.60)
Class IV Concrete, CIP Retaining Walls	\$ (9,180.00)
Cleaning & Coating, Concrete Surface, Class 5	\$ (2,792.70)
MES, Optional Rd, 24" CD	\$ (3,140.00)
Rip-Rap Sand-Cement	\$ (9,896.00)
Rip-Rap, Rubble, F&I Ditch Lining	\$ (1,790.56)
Guardrail Removal	\$ (4,515.30)
Fence Gate, Type B, Double, 18.1-20.0' Opening	\$ (972.00)
FO Cable (12-Strand Fiber) (F&I)	\$ (6,252.40)
FO Cable (72-Strand Fiber) (F&I)	\$ (38,993.10)
FO Cable (Remove)	\$ (33,311.75)
Fiber Optic Splice Enclosure (72 Splice) (F&I)	\$ (5,600.00)
Fiber Optic Fusion Splice	\$ (6,948.80)
Pull & Splice Box, F&I, 13"x24" Cover Size	\$ (3,560.00)
Concrete Manhole (4x6.5x6.5)	\$ (4,990.00)
Concrete Manhole (Doghouse) (4x6.5x6.5)	\$ (10,400.00)
Concrete Manhole (Remove)	\$ (4,720.00)
Fiber Optic Conduit (2~1" HDPE/SDR 11) (Trench or Plow)	\$ (283.50)
Fiber Optic Conduit (2~1" HDPE/SDR 11) (Directional Bore)	\$ (1,513.80)
Fiber Optic Conduit (4~1" HDPE/SDR 11) (Direct Bore)	\$ (8,970.00)
FO (1~2" HDPE/SDR 11) (Direct Bore)	\$ (12,552.80)
FO Conduit, 6" HDPE/SDR 11 Outer Duct w/ 2~1" HDPE Direct Bore	\$ (78,394.00)
FO Conduit, 6" HDPE/SDR 11 Outer Duct w/ 9~1" HDPE/SDR 11 Direct Bore	\$ (9,738.00)
FO Conduit, 6" HDPE/SDR 11 Outer Duct w/2~1" & 1~2" Direct Bore	\$ (26,104.20)
FO Conduit, 6" HDPE/SDR 11 Outer Duct w/2~1" & 2~2" Direct Bore	\$ (726.40)
FO Conduit, 6" PVC Split Duct (Trench or Plow)	\$ (30,824.40)
FO Conduit, 6" BSP Split Duct (Trench or Plow)	\$ (488.00)
Electrical Power Service Assembly (Remove)	\$ (783.00)
TMS- Pole Mounted (Adj for add'l lanes of coverage)	\$ (2,820.00)
Fiber Optic Patch Panel (12 Port) (F&I)	\$ (7,980.00)
Cut-to-Length FO Jumpers (F&I)	\$ (114.30)
Overhead Static Sign Structure, F&I, Cantilever, 41-50 FT	\$ (92,000.00)
3M Linear Delineation System, Series 340	\$ (4,880.00)
Lighting Conductors, F&I, Insulated, No. 10 or <	\$ (61.10)
Lighting Conductors, F&I, Insulated, No. 8-6	\$ (181,262.28)
Conductors (F&I) (Insulated) (No. 8)	\$ (135.00)
Conductors, Remove	\$ (2,046.60)
Utility Allowance Duke Toll Plaza	\$ (50,000.00)
Allowance for Dispute and Review Board	\$ (50,000.00)
Work Order Allowance	<u>\$ (500,000.00)</u>
	\$ (1,231,703.34)
 Subtotal: Modify Existing Contract Pay Items	 \$ (300,410.12)

Fuel Adjustments

The contract has a provision for fuel price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of October 2017 through January 2020. The bid month was June 2017. The fuel adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price.

ADD THE FOLLOWING ITEMS:

Fuel Adjustments: October 2017 - January 2020

\$ (1,186.98)

TOTAL AMOUNT FOR PROJECT 408-128

\$ (18,544.85)

**Project 417-134: SR 417 Widening, Econlockhatchee Canal to Aloma Ave.
Hubbard Construction Co.
SA 417-134-1120-09**

Existing Light Pole Conduit Repair at SR 417

The conduit had a blockage between a light pole base and junction box. Additional efforts were required to repair the existing conduit for installation of lighting conductor.

ADD THE FOLLOWING ITEM:

Existing Light Pole Conduit Repair at SR 417	\$	8,018.85
--	----	----------

Composite Pay Factor Adjustments

The contract has a provision for the CPF adjustments to the asphalt pay items. In accordance with contract specifications, the engineer has calculated the adjustments.

ADD THE FOLLOWING ITEMS:

Composite Pay Factor Adjustments	\$	53,882.52
----------------------------------	----	-----------

Fuel Price Adjustments

The contract has a provision for fuel price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of October 2018 through August 2020. The fuel adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price.

ADD THE FOLLOWING ITEMS:

Fuel Price Adjustments: October 2018 - August 2020	\$	(129,899.16)
--	----	--------------

Bituminous Price Adjustments

The contract has a provision for bituminous price adjustments. In accordance with contract specifications, the engineer has calculated adjustments for the period of October 2018 through August 2020. The bituminous adjustments are made only when the current month fuel price varies by more than 5% from the bid/base price.

ADD THE FOLLOWING ITEMS:

Bituminous Price Adjustments: October 2018 - August 2020	\$	(30,836.41)
--	----	-------------

Modify Existing Contract Pay Items

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

INCREASE THE FOLLOWING ITEMS:

Pipe Culvert RCP (Round) (36" SS)	\$	418.96
Guardrail End Anchorage Assembly	\$	825.00
Performance Turf	\$	6,768.00
Fiber Optic Cable (F&I) (Underground) (13-48 Fibers)	\$	1,302.07
Fiber Optic Connection (Install) (Splice)	\$	163.84
Fiber Optic Cable (12 SM Fiber) (F&I)	\$	5,824.06
Fiber Optic Cable (72 SM Fiber) (F&I)	\$	9,224.67
Fiber Optic Splice Enclosure (72 SM Fiber) (F&I)	\$	1,663.16
Pull Box (F&I)	\$	1,064.06
Pull & Splice Box (F&I) (13"x24")	\$	8,541.10
Tabular Route Marker (Power)	\$	320.16
Conduit, 2-2" HDPE (Directional Bore) (F&I)	\$	1,942.60
FO Conduit, 6" HDPE SDR 11 Outer Duct W/2-1" HDPE SDR 11 (Dire. Bore) (F&I)	\$	1,009.14
FO Conduit, 6" HDPE SDR 11 Outer Duct W/9-1" HDPE SDR 11 (Dire. Bore) (F&I)	\$	2,881.86
FO Conduit, 6" BSP Outer Duct W/4-1" HDPE SDR 11 (Dire. Bore) (F&I)	\$	533.05
FO Conduit, 6" BSP Outer Duct W/9-1" HDPE SDR 11 (Dire. Bore) (F&I)	\$	312.08
Electrical Service Wire (F&I)	\$	49.98
Electrical Conductors (Insulated) (No. 6) (F&I)	\$	3,871.12

Electrical Service Disconnect (Pole Mount) (F&I)	\$	3,023.64
Prestressed Concrete Pole (F&I) (Type P-II) (Service Pole)	\$	3,218.60
ITS Device Cabinet (Relocate-All Types)	\$	2,382.18
Fiber Optic Patch Panel, 12 Port (F&I)	\$	5,743.28
Single Post Sign (Relocate)	\$	397.50
Delineator (Flexible Tabular)	\$	592.29
Thermoplastic (STD) (White) (Solid) (12") (For Interchange Marking)	\$	393.68
Thermoplastic (STD-Other Surfaces) (White) (Solid) (6")	\$	39.96
Lighting - Conductors (Furnish & Installed) (No. 8 To No. 6)	\$	2,497.50
Utility Pipe (F&I) (0-1.9")	\$	128.00
Fencing Type B (6' High Standard)	\$	21,616.92
Milling Existing Pavement (2-1/4" Avg. Depth)	\$	4,406.70
MOT, Single Lane Closure, Daily Rate	\$	23,386.50
MOT, Shoulder Lane Closure, Daily Rate	\$	3,853.68
Light Pole Cable Distribution System (Conventional)	\$	<u>1,362.48</u>
	\$	119,757.82
DECREASE THE FOLLOWING ITEMS:		
Pipe Culvert RCP (Round) (24" SS)	\$	(2,992.50)
Fiber Optic Cable Inventory	\$	(1,926.78)
Fiber Optic Splice Housing Inventory	\$	(2,531.22)
Fiber Optic Cable (Existing-Withdraw & Relocate)	\$	(15,913.20)
Fiber Optic Fusion Splice	\$	(1,507.80)
Temporary Large Fiber Optic Pull Box (F&I)	\$	(3,128.82)
Tabular Route Marker (Fiber)	\$	(640.08)
FO Conduit, 6" HDPE SDR 11 Outer Duct W/4-1" HDPE SDR 11 (Trench Or Plow) (F&I)	\$	(2,670.34)
FO Conduit, 6" BSP Outer Duct W/2-1" HDPE SDR 11 (Dire. Bore) (F&I)	\$	(12,699.00)
Electrical Power Service Assembly (Adjust) (F&I)	\$	(1,295.07)
Electrical Power Transformer (F&I)	\$	(1,784.92)
DCS Field Equipment, Spare Parts Kit (Furnish Only)	\$	(17,390.41)
Fiber Optic Patch Panel, 72 Port (F&I)	\$	(6,580.85)
Cut-To-Length Fiber Optic Jumper (F&I)	\$	(753.84)
Retro-Reflective Pavement Marker	\$	(659.60)
Thermoplastic (STD) (White) (Solid) (18")	\$	(250.80)
Thermoplastic (STD) (Yellow) (Solid) (18")	\$	(528.20)
Thermoplastic (STD-Other Surfaces) (White) (Solid) (8")	\$	(494.44)
Thermoplastic (STD-Other Surfaces) (White) (Skip) (6")	\$	(190.18)
Thermoplastic (STD-Other Surfaces) (White) (Skip) (12")	\$	(4.70)
Thermoplastic (STD-Other Surfaces) (Yellow) (Solid) (6")	\$	(234.57)
Lighting - Conductors (Furnish & Installed) (No. 4 To No. 2)	\$	(4,462.65)
Lighting - Conductors (Remove & Dispose) (Contractors Owns)	\$	(158.61)
Allowance for Disputes Review Board	\$	(3,000.00)
Work Order Allowance	\$	(72,848.28)
Lighting - Conductors (Furnish & Installed) (No. 1 To No. 0)	\$	(8,263.08)
Removal & Replacement of Split Bolt	\$	(53.47)
Light Pole Mow Pad	\$	<u>(15,830.10)</u>
	\$	(178,793.51)
Subtotal: Modify Existing Contract Pay Items	\$	(59,035.69)

Time Extension due to Inclement Weather & Lane Closure Restrictions

The inclement weather and lane closure restrictions impacted the Contractor's progress of work on May 28, 2020, June 3, 4, 7, 14, 18, 22 and 24, 2020, July 6, 15 and 22, 2020 and August 4, 5, 6 and 11, 2020. The time extension of 15 calendar days is consistent with the provision of Article 6.7.3.

Increase Contract Time 15 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 417-134

\$ (157,869.89)

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 22, 2020

SUBJECT: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection Services for SR 538 Widening from Ronald Reagan Parkway to Cypress Parkway
Project No. 538-165, Contract No. 001722

Letters of Interest for the above referenced project was advertised on September 6, 2020. Three responses were received by the September 22, 2020 deadline. Those firms were Kinard-Stone, Inc., RS&H, Inc. and TranSystems Corporation d/b/a TranSystems Corporation Consultants.

After reviewing the technical proposals, the Evaluation Committee shortlisted all firms. On October 15, 2020, TranSystems Corporation Consultants declined to move forward with the oral presentation due to being awarded a separate contract that utilized key staff proposed for this project.

The Technical Committee heard and scored oral presentations on October 23, 2020. After the oral presentations were completed, the Committee prepared its final ranking and the results are shown below:

Ranking	Firm
1	Kinard-Stone, Inc.
2	RS&H, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:


Ben Dreiling, P.E.
Director of Construction


Glenn Pressimone, P.E.

LOI-001722 Technical Review Committee Meeting October 22, 2020 Minutes

Technical Review Committee for **CEI Services for SR 538 Widening from Ronald Reagan to Cypress Parkway (Design/Build), Project 538-165, Contract No. 001722**, held a duly noticed meeting on Thursday, October 22, 2020 at 1:00 p.m. via MS Teams.

Committee Members Present:

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

Other Attendees:

Aneth Williams, Director of Procurement
Brad Osterhaus, Senior Procurement/Q/C Administrator

Other Matters

Kinard-Stone, Inc., TranSystems Corporation Consultants, and RS&H, Inc. were shortlisted for this project, however, TranSystems Corporation Consultants declined on October 15, 2020 to move forward with the oral presentation because shortly after the shortlist notification they were awarded and signed a contract with the key staff they proposed for Project 528-165.

Presentations / Q and A:

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

Kinard-Stone, Inc.	1:00 - 1:40 p.m.
RS&H, Inc.	1:50 – 2:30 p.m.

Evaluation Portion:

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

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
Kinard-Stone, Inc.	7	1
RS&H, Inc.	8	2

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

There being no other business to come before the Committee; the meeting was adjourned at 2:55 p.m. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, October 22, 2020 and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: Aneth Williams
Aneth Williams

Approved by: Jack Burch
Jack Burch

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR
SR 538 WIDENING FROM RONALD REAGAN TO CYPRESS PKWY (DESIGN/BUILD)
PROJECT NO. 538-165
CONTRACT NO. 001722**

CONSULTANT	Glenn Pressimone	Will Hawthorne	Ben Dreiling	Jack Burch	Kim Murphy	TOTAL SCORE	RANKING
	(RANK)	(RANK)	(RANK)	(RANK)	(RANK)		
Kinard-Stone, Inc.	1	2	1	1	2	7	1
RS&H, Inc.	2	1	2	2	1	8	2

EVALUATION COMMITTEE MEMBERS:

Glenn Pressimone

Glenn Pressimone (Oct 22, 2020 14:52 EDT)

Glenn Pressimone



Thursday, October 22, 2020

Will Hawthorne

Thursday, October 22, 2020

Ben Dreiling, P.E.

Ben Dreiling, P.E. (Oct 22, 2020 14:54 EDT)

Ben Dreiling

Thursday, October 22, 2020

Jack Burch

Jack Burch (Oct 22, 2020 14:55 EDT)

Jack Burch

Thursday, October 22, 2020

Kim Murphy

Kim Murphy (Oct 22, 2020 14:57 EDT)

Kim Murphy

Thursday, October 22, 2020

**CONSENT AGENDA ITEM
#3**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

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

Board approval is requested for the second renewal of the referenced contract with CH2M Hill, Inc. in the amount of \$0.00 for one year beginning on February 2, 2021 and ending February 1, 2022. The original contract was for five years with two one-year renewals.

The service to be performed under this renewal includes providing oversight for the I-4/ SR 408 Ultimate Improvements Project.

Original Contract	\$2,500,000.00
First Renewal	\$ 0.00
Second Renewal	\$ 0.00
Total	\$2,500,000.00

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

Reviewed by: 

Will Hawthorne, P.E.
Director of Engineering



Glenn Pressimone, P.E.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001055**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 12th day of November 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and CH2M Hill, Inc., hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on December 11, 2014, CFX and the Consultant entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Consultant to provide I-4/SR 408 Interchange Corridor 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 second renewal of said Initial CFX Contract, which renewal shall begin on February 2, 2021 and end on February 1, 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 \$0.00 (“Renewal Compensation”). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.
4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.
5. **Counterpart and Electronic Signatures**. This Renewal Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

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

CH2M HILL, 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. 1
CONTRACT NO. 001055**

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

WITNESSETH

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

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

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

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

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

CH2M HILL, INC.

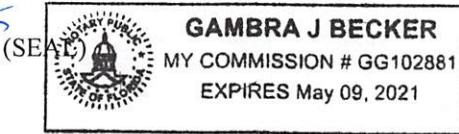
BY: [Signature]
Authorized Signature

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

Title: VICE PRESIDENT

ATTEST: [Signature]
Secretary or Notary



If Individual, furnish two witness:

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

Legal Approval as to Form

[Signature]
General Counsel for CFX

'20 JAN 8 PM 3:32

AGREEMENT

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

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

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

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

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

FOR

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

CONTRACT NO. 001055

DECEMBER 2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman

Scott Boyd, Vice-Chairman

Brenda Carey, Secretary/Treasurer

Buddy Dyer, Member

Fred Hawkins, Jr., Member

Teresa Jacobs, Member

Walter A. Ketcham Jr., Member

Jay Madara, Member

S. Michael Scheeringa, Member

Diane Guitierrez- Scaccetti, Non-Voting Advisor

TABLE OF CONTENTS

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

3.0 TERM OF AGREEMENT AND EXTENSIONS

This is a continuing services Agreement subject to AUTHORITY periodic review, approval and satisfaction with the CONSULTANT's performance. Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services. Extension of this Agreement for two one-year extensions may be exercised by the AUTHORITY at its sole discretion. Extensions will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROGRESS SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

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

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

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

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

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

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

6.0 SERVICES TO BE PROVIDED

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

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

7.0 COMPENSATION

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

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

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

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

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

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

11.0 TERMINATION

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

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

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

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

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

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

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

12.0 ADJUSTMENTS

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

15.0 THIRD PARTY BENEFICIARY

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

16.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

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

18.0 STANDARD OF CONDUCT

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

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

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

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

subconsultant where the CONSULTANT had design review responsibilities.

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

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Cost and Fees

Exhibit "D", Project Organization Chart

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

CH2M HILL, INC.

BY: 
Authorized Signature

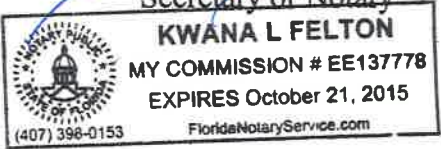
Title: Vice President

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Director of Procurement

Print Name: Claude Miller

ATTEST:  (Seal)
Secretary or Notary



Approved as to form and execution, only.

General Counsel for the AUTHORITY



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

I. Purpose

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

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

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

II. Overview

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

III. Standards, Design Criteria, and Reviews

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

work, throughout the design and construction of the project, conforms to the Authority's design criteria and procedures. Review by the SR 408/I-4CC does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the concessionaire and/or their design consultant.

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

IV. Subcontracting

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

V. Conflict of Interest

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

VI. Term of Agreement and Renewal

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

END OF SCOPE OF SERVICES

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

1.0 PURPOSE

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

2.0 AMOUNT OF COMPENSATION

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

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

3.0 ALLOWABLE COSTS

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

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

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

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

4.0 METHOD OF COMPENSATION

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

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

5.0 PROJECT CLOSEOUT:

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

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

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

END OF SECTION

**CONSENT AGENDA ITEM
#4**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

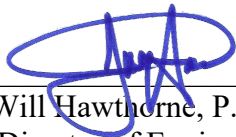
FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

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

Board approval of Southeastern Archaeological Research, Inc. as a subconsultant to Dewberry Engineers to provide cultural resources assessment surveys is requested. The cost is expected to exceed the \$25,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:



Will Hawthorne, P.E.
Director of Engineering


Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Dewberry Engineers, Inc. Date: October 5, 2020

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

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Southeastern Archaeological Research, Inc.

Address: 3117 Edgewater Drive, Orlando, FL 32804

Phone No.: (407) 236-7711

Federal Employee ID No.: 59-3215370

Description of Services to Be Sublet: Cultural Resources Assessment Surveys

Estimated Beginning Date of Sublet Services: 11/15/20

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

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

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

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

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

Program Manager
Title

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

Date: 10/27/2020

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

Date: 10/27/2020

Attach Subconsultant's Certificate of Insurance to this Request.

**CONSENT AGENDA ITEM
#5**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

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

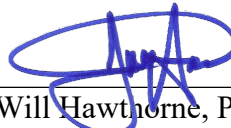
Board approval is requested for the second renewal of the referenced contract with WBQ Design & Engineering, Inc. in the amount of \$830,000.00 for one year beginning on January 23, 2021 and ending January 22, 2022. The original contract was for three years with two one-year renewals.

The services to be performed under this renewal includes providing miscellaneous design consultant services.

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

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

Reviewed by:



Will Hawthorne, P.E.
Director of Engineering


Glenn Pressimone, P.E.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001207**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 12th day of November 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and WBQ Design & Engineering, Inc., hereinafter called the (“Consultant”). CFX and Consultant are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on October 13, 2016, CFX and the Consultant entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Consultant to provide miscellaneous design consultant services as required by CFX.

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 January 23, 2021 and end on January 22, 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 \$830,000.00 (“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.

WBQ DESIGN & ENGINEERING, 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. 1
CONTRACT NO. 001207**

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

WITNESSETH

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

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

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

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

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

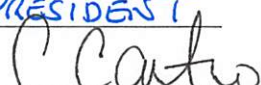
WBQ DESIGN & ENGINEERING, INC.

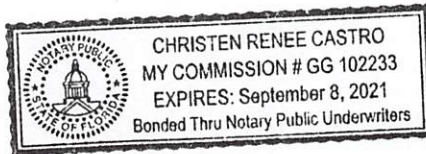
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: 
Authorized Signature

BY: 
Director of Procurement


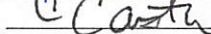
Title: PRESIDENT

ATTEST:  (SEAL)
Secretary or Notary

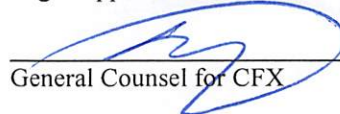


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If Individual, furnish two witness:

Witness (1) 
Witness (2) 

Legal Approval as to Form


General Counsel for CFX

AGREEMENT

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

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001207

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT NO. 001207

JANUARY 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

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

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

THIS AGREEMENT, made and entered into this 13th day of October, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and WBQ Design & Engineering, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 201 N. Magnolia Avenue, Suite 200, Orlando, FL 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SCOPE OF SERVICES.

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

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

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

4.0 PROJECT SCHEDULE

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

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

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

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

5.0 PROFESSIONAL STAFF

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

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

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

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

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

6.0 SERVICES TO BE PROVIDED

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

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

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

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

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

7.0 COMPENSATION

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

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

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail:

**publicrecords@cfxway.com, and address: Central Florida
Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.**

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119, Florida

Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

11.0 TERMINATION

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated in accordance with **Exhibit "B"** for work properly performed by the CONSULTANT prior to abandonment or termination of the

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

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

12.0 ADJUSTMENTS

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

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

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

15.0 THIRD PARTY BENEFICIARY

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

shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

18.0 STANDARD OF CONDUCT

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

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

19.0 DOCUMENTED ALIENS

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

20.0 E-VERIFY CLAUSE

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

21.0 CONFLICT OF INTEREST

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

During the term of this Agreement:

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

22.0 INSPECTOR GENERAL

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

23.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

24.0 INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these

terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

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

27.0 SEVERABILITY

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

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 Definition of Records:

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

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

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

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

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

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

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

29.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

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

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

30.0 GOVERNING LAW AND VENUE

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

31.00 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

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

WBQ DESIGN & ENGINEERING, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: [Signature]
Authorized Signature

BY: [Signature]
Director of Procurement

Print Name: Jennifer M. Dingley

Print Name: Aneth Williams

Title: VP

Date: 1-19-17

ATTEST: [Signature] (Seal)
Secretary or Notary



Approved as to form and execution, only.

[Signature]
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 001207 (SSBE)

IN ORANGE COUNTY, FLORIDA

January, 2017

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

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

1.02 Description

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

1.03 Purpose

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

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

1.04 Organization

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

1.05 Term of Agreement for Miscellaneous Design Services

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

2.0 STANDARDS

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

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

The following criteria are to be incorporated into the design:

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

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

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application (as necessary)
- B. Major elements of the work include the following:

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

4.02 Governmental Agencies

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

4.03 Surveys and Mapping

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

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

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

B. Alignment

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

C. Reference Points

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

D. Bench Levels

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

E. Topography

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

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

4.04 Geotechnical Investigation

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

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

4.05 Contamination Impact Analysis

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

4.06 Pavement Design

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

4.07 Governmental Agency and Public Meetings

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

4.08 Environmental Permits

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

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

4.09 Utilities

A. Location

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

B. Utility Coordination

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

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

4.10 Roadway Design

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

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

4.11 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles

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

4.12 Drainage Design

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

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

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

4.13 Roadway Lighting

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

4.14 Traffic Engineering

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

4.15 Signing Plans

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

4.16 Pavement Marking Plans

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

4.17 Right-of-Way Surveys

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

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

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

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

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

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

B. Splice and Cable Routing Details

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

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

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

Quantities and General Notes

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

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

4.21 Toll Plazas

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

4.22 Post-Design Services (as necessary)

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

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

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

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

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

5.02 Traffic Data

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

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

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

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

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

6.06 Environmental Permits

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

6.07 Conceptual Specialty Design

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

7.0 ADMINISTRATION

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

7.01 Central Florida Expressway Authority

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

7.02 CFX's Project Manager

CFX's Project Manager will:

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

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

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:
 - 1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX
 - 2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project
 - 3. Establish internal accounting methods and procedures for documenting and monitoring project costs
 - 4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts

7.04 Project Control

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

7.05 Work Progress

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

7.06 Schedule

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

7.07 Project Related Correspondence

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

7.08 Quality Control

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

7.09 Consultant Personnel

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

7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX
- C. Three copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

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

7.13 Reviews and Submittals

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

- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:
 - 1. The reason for the delay
 - 2. The design components impacted
 - 3. Proposed methods to maintain submittal dates
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal

7.14 30% Roadway Plan Submittal

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

3. Typical Section Sheets
 - a. Ramp typical sections developed
 - b. Pavement structure shown
 - c. Special details developed
 - d. General notes shown

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

5. Cross Sections
 - a. Existing ground line
 - b. Preliminary templates at critical locations (not to exceed 500 feet)
 - c. Existing utilities shown

6. Interchange Layout and Ramp Profiles
 - a. Geometric dimensions
 - b. Proposed profile grades

7. Right-of-Way Control Survey

8. Signing and Pavement Markings
 - a. Striping layout
 - b. Sign structure locations

7.15 30% Bridge and Structural Plan Submittal

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

7.16 60% Roadway Plan Submittal

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

1. Key Map

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

2. Drainage Maps

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

3. Typical Section Sheets

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

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

10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

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

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:
 1. Key Map
 - a. Length of Project with exceptions shown
 - b. Index of sheets updated
 2. Drainage Maps
 - a. Drainage divides, areas and flow arrows shown
 - b. Elevation datum and design high water information shown
 - c. Disclaimer and other appropriate notes added
 3. Typical Section Sheets
 4. Plan and Profile Sheets
 - a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled
 - b. Limits of side road construction
 - c. Angle and stationing for intersections
 - d. Treatment for non-standard superelevation transitions diagramed
 - e. General notes shown
 - f. Special ditches profiled

5. Drainage Structures
 - a. Existing structures requiring modifications are shown
 - b. Existing and proposed utilities are shown
6. Soil Borings
 - a. Soils data and estimated high seasonal groundwater table shown
7. Cross Section Sheets
 - a. Scale and special ditch grades shown
 - b. Utilities plotted
 - c. Sub-excavation shown
 - d. Volumes computed and shown
8. Utility Relocation Plans
 - a. Utility relocation plans prepared
9. Traffic Control Plans
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans
12. Selective Clearing and Grubbing (if required)

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

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

7.20 Schematic Toll Plaza Plans

- A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:
1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout
 2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment
 3. Construction phasing plan
 4. Description of improvements required for the administration building to accommodate installation of toll equipment

7.21 60% Toll Plaza Plans

- A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:
1. Key sheet with sheet index
 2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols
 3. Plan view
 4. Exterior elevations
 5. Canopy sections and details
 6. Canopy reflected ceiling plan
 7. Roof plan and details
 8. Canopy framing and foundation plan
 9. Concrete pavement plan
 10. Express lane overhead structure plan and details
 11. Tunnel sections and details
 12. Structural sections and details
 13. Plumbing plan and diagrams
 14. Lighting plan
 15. Power plan and diagram
 16. Lightning protection plan and details
 17. Demolition and construction phasing plan
 18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment

19. All calculations and design data to support the design for each discipline

20. Technical specifications

7.22 90% and 100% Toll plaza plans

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

7.23 Pre-Bid Plans

7.24 Bid Set

**CONSENT AGENDA ITEM
#6**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

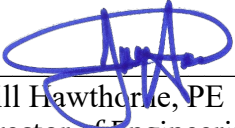
DATE: October 20, 2020

SUBJECT: Authorization of Mitigation Credit Purchases with Holland Properties, Inc. d/b/a
TM-Econ Mitigation Bank for SR 417 Widening from Narcoossee Road to
SR 528
Project No. 417-150

Board authorization is requested for the Executive Director to enter into an agreement with Holland Properties, Inc. d/b/a TM-Econ Mitigation Bank for a not-to-exceed amount of \$440,000.00 for mitigation bank credits.

The widening of SR 417 from Narcoossee Road to SR 528 requires the purchase of mitigation credits to offset environmental impacts.

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

Reviewed by: 

Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

**CONSENT AGENDA ITEM
#7**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

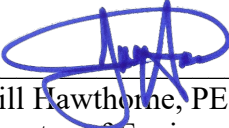
SUBJECT: Approval of Supplemental Agreement No. 5 with Atkins North America, Inc. for Design Consultant Services for SR 417 Widening from Narcoossee Road to SR 528
Project No. 417-150, Contract No. 001393

Board approval of Supplemental Agreement No. 5 with Atkins North America, Inc. in a not-to-exceed amount of \$137,251.74 is requested. The original contract was for five years with five one-year renewals.

The services to be provided include design for Variable Speed Limit signs, ITS components, drainage modifications and sound walls.

Original Contract	\$6,400,000.00
Amendment No. 1	\$ 0.00
Supplemental Agreement No. 1	\$ 0.00
Supplemental Agreement No. 2	\$ 0.00
Supplemental Agreement No. 3	\$ 0.00
Supplemental Agreement No. 4	\$ 977,700.66
Supplemental Agreement No. 5	\$ 137,251.74
Total	\$7,514,952.40

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

Reviewed by: 
Will Hawthorne, PE
Director of Engineering


Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 5
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT NO. 5 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 ATKINS NORTH AMERICA, 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 December 13, 2018, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and Consultant dated May 20, 2019, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and Consultant dated December 30, 2019, as amended or supplemental by that certain Supplemental Agreement No. 3 between CFX and Consultant dated April 28, 2020, as amended or supplemental by that certain Supplemental Agreement No. 4 between CFX and Consultant dated June 2, 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 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 October 20, 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" of the Agreement is hereby amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$93,778.42 to \$5,140,030.14.
 - b. The Design Survey – Field (Prime) remains unchanged at \$156,112.96.
 - c. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$23,812.39.
 - d. The Direct Expenses Travel - Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted upward by \$43,473.32 to \$2,193,818.57 as follows:

•WBQ	\$23,497.33
•Tierra	\$19,975.99

- f. The Allowance remains unchanged at \$0.00.
 - g. The Total Maximum Limiting Amount is adjusted upward by \$137,251.74 to \$7,514,952.40.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, 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

ATKINS NORTH AMERICA, INC.

By: _____
Print Name: _____
Title: _____

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

By: _____
Diego "Woody" Rodriguez
General Counsel



MEMORANDUM

Date: October 20, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001393
CFX Project No. 417-150
SR 417 Widening from Narcoossee Road to SR 528
Supplemental Agreement No. 5

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins North America, Inc. provided on October 20, 2020, for the SR 417 Widening from Narcoossee Road to SR 528. This requested contract amendment is to provide additional design services to cover additional work that was recommended for the additional Variable Speed Limit signs, ITS components, drainage modifications, and walls that have been added to the scope of the project.

The work authorization request is attached and additional costs are detailed below:

\$ 93,778.42	Atkins as Prime
\$ 43,473.32	<u>Total Subconsultant Fees</u>
\$ 137,251.74	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$137,251.74.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File

Exhibit "A"



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810

☎ +1.407.647.7275 📠 +1.407.806.4500

October 20, 2020

Carnot Evans, PE
Dewberry & Associates
800 North Magnolia Ave
Orlando, FL 32801

RE: Project 417 – 150
SR 417 from Narcoossee Rd. to SR 528
SA #5: Integration of Variable Speed Limit Signs

Dear Carnot:

Attached are the following reflecting the additional services necessary for Supplemental #5 (Variable Speed Limit Signs) as negotiated.

- Scope of work
- Fee proposal

As discussed last month, we are authorized to progress, specifically as in total, we are not out of funds, however, Atkins is very close to our contractual limits. Thus, we are seeking approval at the November board meeting to enable us to continue to progress.

Please advise if you need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Susan A. Gratch".

Susan A. Gratch, PE
Vice President/Senior Project Director

Exhibit "A"



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810

+1.407.647.7275 +1.407.806.4500

Project 417 – 150 SR 417 widening from Narcoossee Rd. to SR 528 Scope of Services for Supplemental Agreement #5 Addition of Variable Speed Limit Signs October 19, 2020

Based upon recent direction from CFX, there is a desire to incorporate Variable Speed Limit signs into the subject project. In addition, this SA is to address two other changes requested concurrent with or after 90% project development: modification of ITS facilities within the OUC RR corridor facilitating long term maintenance; modification of a NB SR 417 structure approaching Lee Vista Blvd not in the original nor updated Conceptual Signing Plan; and adjustments to drainage design for CFX preferences not identified until post 90% development

Below describes in more detail the changes associated with this SA.

1. Variable Speed Limit (VSL) scope includes corridor wide replacement of static speed limit signs with VSL signs. In most cases the VSLs will be mounted to the PTSU gantries, however in certain locations, they will be stand alone. Conceptual placement of the VSLs was agreed to on 9/3/2020 and additional direction was received on 9/29 increasing the scope of the change. To necessitate visibility to the VSLs, three PTSU OH signs require modification, two PTSU structural changes are needed to incorporate IMDMS versus status panels already designed, and additional ground mounted VSLs, and ground mounted static sign on one ramp.
- SAPM plan changes
 - o Modify design, plans, and quantities to reflect the overall changes
 - Summary of quantities, summary of pay items
 - Plan sheets (replace static showing VSL, new locations of OH signs, adjust for IMDMS, add new GM etc.)
 - Cross-sections (three new, plus addition of the VSLs to all the PTSUs)
 - Cross-sections for two revised OH structures for IMDMS
 - Multi-post ground mount sign calcs
 - Reference to ITS plans for VSLs and IMDMS
 - o Structural revisions
 - design, analysis and plan revisions for the three new locations and for two structures for the change from static to IMDMS panels
 - Incorporate mounting detail into structural plans for VMS on PTSU gantries
 - Coordination with Signing and Geotech for changes

Exhibit "A"



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810

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- ITS changes
 - o Modify design, plans, and quantities to reflect the overall changes
 - Summary of quantities, summary of pay items
 - Design analysis – communications and power
 - Plan sheets (addition of new VSLs to plans, the new IMDMS, inclusive of power and communication changes)
 - Conflict checks with other disciplines and minor plan adjustments to incorporate on plan views, pay items, etc. (lighting, drainage, roadway).
 - Geotech
 - o Addition of 6 new borings based upon updated locations (one sign is within 25' of prior investigations so close enough to use data)
 - Field work
 - Testing and analysis
 - Report update
 - Assumption: Dewberry provides the following items:
 - o Mounting/attachment detail for VSLs on PTSU devices
 - o Specifications, model, make of VSL desired
 - o Desired pay item numbering
2. ITS Duct Bank at SR 417 NB within OUC ROW - Existing FOMH 417-22.7 NB and FOMH 417-22.8-NB are located within OUC ROW. CFX has requested that these locations to be removed and the conduits be coupled together to provide a continuous run from FOPB 417-22.7-NB to FOPB 417-22.8-NB. It is also requested that the FOPBs (22.7 NB & 22.8 NB) be replaced with Doghouse Manholes to facilitate an access point for this crossing. A sketch was provided by CFX mid-July identifying the existing condition. Items affected:
- a. ITS design, plans and quantities
3. SR 417 NB sign at the Lee Vista exit – CFX has requested this structure be redesigned to accommodate a future APL in the NB direction. Items affected include:
- a. SAPM – new panel design, cross-section update, pay item update
 - b. Structural – redesign of the OH structure considering the future APL panel
4. Drainage revisions post 90%: There are three areas where at the 60% and 90% a drainage design was presented which met criteria. There were no comments at 60%, thus design progressed and was finalized with same design to 90%. At the 90% review, and resolution of comments, it was decided CFX desired to revise the design to reflect a design preference. Had this occurred at 60%, it would have been less extensive to make the changes, however, at the 90%, the requested changes took substantial effort and coordination including not only drainage, but roadway as well. Redesign efforts included: revised ditch designs, revised storm drain calculations (5 structures impacted); plan revisions: summary of quantities, drainage maps, plan/profile adjustments, drainage structure sheets, cross-sections and earthwork, and

Exhibit "A"

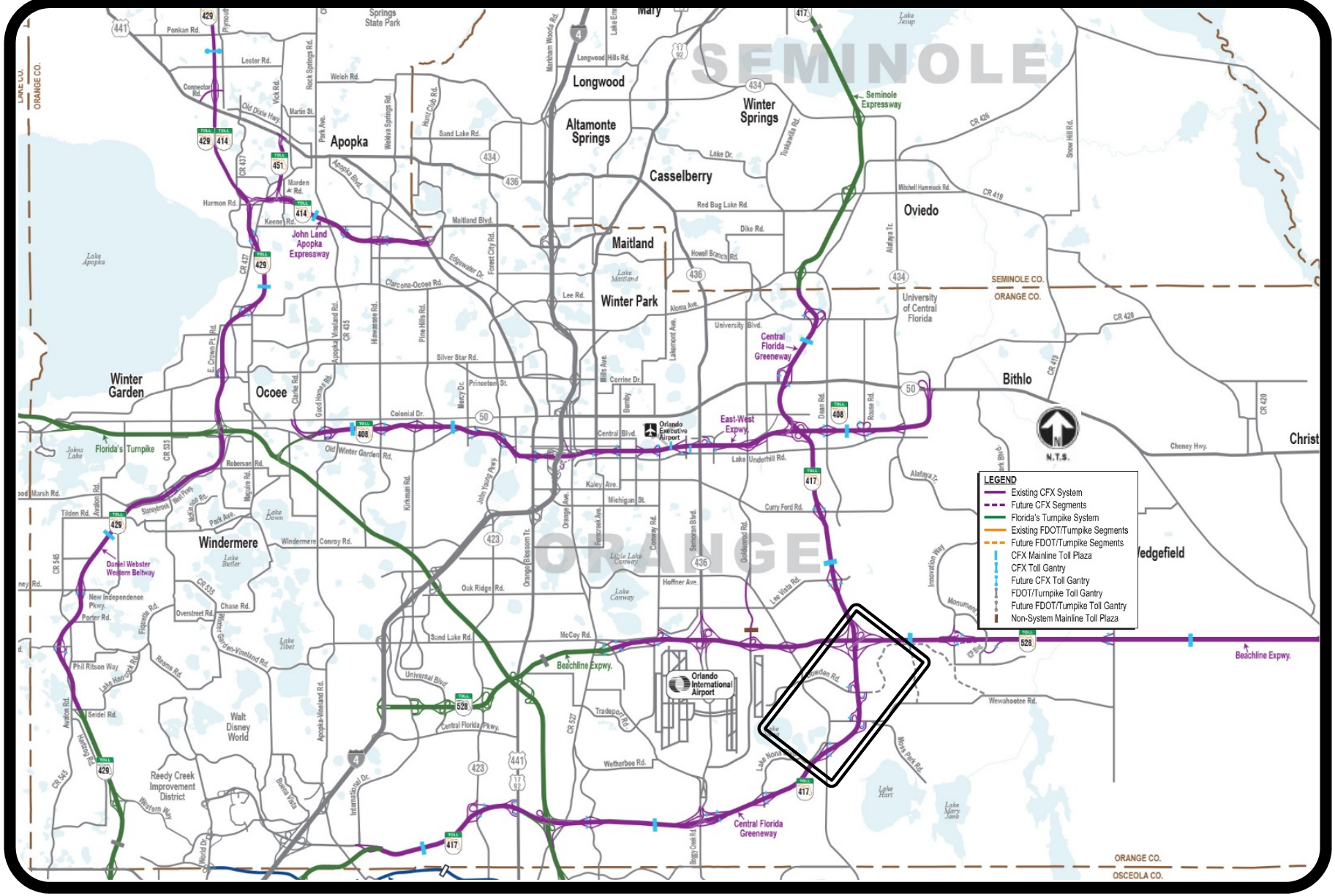


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coordination with structures and other disciplines to ensure no impacts to other project elements.

5. Noise wall change - After 90%, we were advised of a modification to the noise wall report, which resulted in changing wall NW-NBP4N from 20' to 22' tall. Modifying at 100% affects, plans, wall layout, cross-sections, and quantities.



Project Location Map for
 SR 417 Widening from Narcoossee Road to SR 528 (417-150)

SUPPLEMENTAL AGREEMENT NO. 4
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 2nd day of June, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 24, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
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 \$894,667.24 to \$5,046,251.72.
 - b. The Design Survey – Field (Prime) is adjusted upward by 8,484.40 to \$156,112.96.
 - c. The Direct Expenses - Lump Sum (Prime) is adjusted upward by \$178.32 to \$23,812.39.
 - d. The Direct Expenses Travel - Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted upward by \$133,110.90 to \$2,150,345.25.

• BASE	\$18,346.05
• WBQ	\$34,776.20
• Tierra	\$79,988.65
 - f. The Allowance is adjusted downward by \$58,740.20 to \$0.00.

The Total Maximum Limiting Amount is adjusted upward by \$977,700.66 to \$7,377,700.66.


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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.06.02 16:15:37 -04'00'
Director of Procurement

ATKINS NORTH AMERICA, INC.

By:  5/26/20
Print Name: Thomas Delaney
Title: VP, Sr. Division Manager

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.06.02 15:16:40 -04'00'

General Counsel for CFX

<https://cfxgov.sharepoint.com/operations/engineering/Shared Documents/General/417-150 SR 417 Widening Narcoossee to SR 528/2 Contract/2.A Supplementals Agreements/SA 4/Atkins-417-150 -SA 4.docx>



MEMORANDUM

Date: April 27, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE *CWE*
Subject: Design Consultant Services - Contract 001393
CFX Project No. 417-150
SR 417 Widening from Narcoossee Road to SR 528
Supplemental Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins North America, Inc. provided via email on March 11, 2020, and revised after additional discussions on April 24, 2020 for the SR 417 Widening from Narcoossee Road to SR 528. This requested contract amendment is to provide additional design services to cover additional work that was recommended for the additional sign structures, ITS components, pier protection barrier, drainage, toll plaza, and walls that have been added to the project.

The work authorization request is attached and additional costs are detailed below:

\$ 903,329.96	Atkins as Prime
\$ 133,110.90	<u>Total Subconsultant Fees</u>
\$ 1,036,440.86	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$1,036,440.86.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810
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April 24, 2020

Carnot Evans, PE
Dewberry & Associates
800 North Magnolia Ave
Orlando, FL 32801

**RE: Project 417 – 150
SR 417 from Narcoossee Rd. to SR 528
SA #4: Miscellaneous items including: SR 528 Pier protection, PTSU accommodations, Arc
Hazard Analysis, Noise wall adjustments, Ramp lighting, SB Narcoossee Ramp Toll plaza**

Dear Carnot:

Attached are the following reflecting the additional services for Supplemental #4 as requested by CFX:

- Scope of work
 - SR 528 Pier Protection
 - PTSU Accommodations
 - Arc Hazard Flash Analysis
 - Noise Wall adjustments
 - Ramp lighting adjustments
 - SB Narcoossee off-ramp adjustments – Toll plaza
- Fee proposal sheets (as negotiated for the above items)

We are seeking approval at your earliest convenience.

Thank you for your continued support.

Sincerely,

A handwritten signature in blue ink that reads "Susan A. Gratch".

Susan A. Gratch, PE
Vice President/Senior Project Director

Project 417 – 150
SR 417 widening from Narcoossee Rd. to SR 528
Scope of Services for Supplemental Agreement #4
SR 528 Pier Protection, PTSR Accommodations, Noise Wall Adjustments, Ramp
lighting adjustments, and SB Narcoossee off-ramp adjustments
April 24, 2020

Based upon recent direction from CFX, there are several areas of scope changes/additions included in this supplemental agreement. Plans have been developed thru 60%, some items are new scope some items are related to revisions based upon progress to date. These are identified below:

1. SR 528 Pier Protection
2. PTSU Accommodations
3. Arc Hazard Flash Analysis
4. Noise Wall adjustments
5. Ramp lighting adjustments
6. SB Narcoossee off-ramp adjustments (Ramp Toll Plaza)

1. SR 528 Pier Protection

Implement pier protection barriers (TL-5 or other) along SR 528 to protect existing columns. It is noted that the SR 417 widened bridge columns will be designed to meet current impact criteria (slightly larger columns with additional shear reinforcing steel).

Summary of changes: It is the understanding that the CFX will be undergoing a system-wide guardrail update, thus, this improvement will be limited to the following:

- a. Survey:
 - i. Atkins:
 - additional field survey along SR 528 overall length of 900 LF and width inclusive from outside edge of WB pavement to outside edge EB pavement, inclusive of: Pavements, guardrail, columns, topo, etc.
 - Ground and footing at elevations at each pier (shovel excavation to establish the top of the footing at each location)
 - Additional utility designations as may be necessary
 - Additional mapping to allow preparation of plan views (
 - Compilation of all new data into integrated survey model

- b. Roadway/MOT (Atkins):
 - i. Additional typical section to address barrier addition
 - ii. Plan views showing improvements (800 +/- LF). Intent is not to re-profile the areas, only to add the barrier with sufficient advancement/connection length to existing guardrail to protect piers.
 - iii. Utility relocation sheets
 - iv. Cross-sections
 - v. SR 528 MOT: phasing for inside shoulder work and foundations for the barrier, both directions. Assumption is that there would be a mainline shift 2' - 4' to the outside to accommodate the construction, maintaining all lanes throughout construction duration.
- c. Drainage (Atkins): spread calculations, addition of drainage structures on inside edges of EB and WB shoulders to address spread to the degree practical. Intent is to NOT adjust profile thru this area. Inlets, trench drain or other may be needed to address.
- d. Structures (BASE): depending upon the depth/location of existing footings at the piers, the standard pier protection barrier may not work. If that is the case, supplemental details including crash walls and concrete collars may be needed to address the needed pier protection.

2. PTSU Accommodations (Atkins, WBQ, Tierra)

- a. Guide signing - Revised/new efforts include:
 - i. Additional sign structures, per an updated CSP, needing geotech and foundation designs include:

	Cantilever Trusses	Full trusses (dual support)	Full Trusses (with median support)
New Signs	+6 (5 static; one shared)	+2 (PTSU)	+5 (PTSU) +1 (static)

The table above also includes additional signs as requested by CFX which had previously been identified by CFX as being done by others. Based upon above table, there are additions and/or revisions to: SAPM plans (WBQ), Structural (Atkins), guardrail locations/site design (Atkins). Additional efforts and coordination with Drainage, ITS, Lighting team members (Atkins).

(Note – geotech for the added signs was included in stand alone SA #3)

PTSU sign structures with median supports and/or the monotube across the structure accommodating DMS lane arrows and static panels, are all special design, there is no FDOT or other standard program which can be used.

Assumptions:

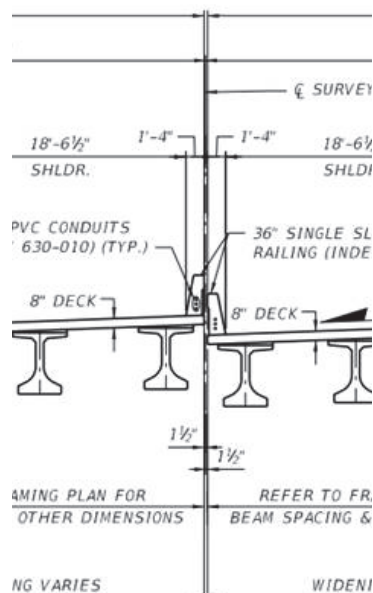
- CFX provides the details (weight/size) for the lane use signs. We understand there will be two types of signs acceptable. Atkins will need to design the

structures to accommodate the worst case as the contractor will be permitted to select the signs.

- CFX/GEC providing details for flat trusses needed for PTSU lane use signs.
- b. SR 417 median drainage, where needed, was agreed to be generally placed along the SR 417 centerline (certain areas of superelevation were excepted). At the 60% review, CFX has directed that longitudinal median drainage will be off-set to better accommodate PTSU devices (signs, lights) to be placed in the median. From the project beginning to just south of SR 528.
- c. Median drainage structures
 - i. 1421 +/-, approximately 40 drainage structures and longitudinal pipe connecting these inlets are impacted and will require revision (calcs and plans).
 - ii. At the 60% submittal, multiple pipes were designed as offset from the centerline, through superelevated sections to eliminate conflicts with the median barrier footer. Initially it was thought these would not require relocation, however in development of details for the drilled shafts and/or median cap over the drilled shafts for median supported OH PTSU sign structures, these pipes will now need to be redesigned (4-5 locations anticipated)
 - iii. Disciplines impacted: drainage and roadway/MOT
- d. ITS – based upon the discussions with CFX, the changes to the ITS as a result of the PTSU include the following:
 - i. PTSU Fiber and Power drops at the new signs (dynamic lane use)
 - ii. 100% camera coverage of all the dynamic lane use signs
 - 1. An Additional 4 devices needing geotech and structural design are estimated.
 - 2. Multiple new cameras to accommodate
 - iii. Inclusion of PTSU sign details – sign details, communications and electrical service for all
 - iv. PTSU Fiber
 - 1. CFX to provide location information for junction boxes along Hwy 528/417 interchange for existing green conduit (no survey required).
 - 2. Additional plan sheets outside of current project limits will be added at 100 scale to show new fiber install in existing green conduit.
- e. Lighting: Median mounted light poles shall replace currently designed outside shoulder mounts. Assumption: new light poles will match existing light poles. Efforts will include the following:
 - i. Two analyses:
 - 1. 417-150 improvement condition: current 8-lane widening (3 GP lanes + PTSU in each direction)
 - 2. 417-150 future/ultimate condition: 10-lane [4 GP lanes + SUL in each direction, i.e., one added GP lane in each direction.Both above analyses may necessitate poles at outside shoulder mounts. The intent is to accomplish both analyses, to develop a design for median mounted

poles that works for initial and future conditions without having to modify median pole mounts when the 10-laning is implemented.

- ii. One set of plans depicting the recommended design for 417-150 installation, median mounted supplemented by outside shoulder mounts as needed for condition 1.a. above.
- iii. This also has an impact on structures, i.e. detailing for median pole mounts specifically in the superelevated OUC bridge widening section (below, not covered by standards).



3. **Arc Flash Hazard Analysis** (Atkins) – This is a new scope item affecting **lighting and ITS** cabinets (existing and proposed). New scope items include the following:
 - a. Identify the locations of lighting load centers at the power service-entrance locations. Conduct a field visit to obtain any necessary data required for the arc flash hazard analysis.
 - b. Data Collection –
 - i. Obtain the feeder conductor sizes and lengths starting the utility transformer and continuing to all devices included in the arc flash analysis.
 - ii. Obtain all circuit breaker and fuse amperage, manufacturer, model, and trip unit settings.
 - c. Utility Information - – Coordinate with the local power company to gather technical information on their transformer including impedance, KVA rating, operating voltage, service voltage configuration and available fault current.

- d. Prepare a One-Line Diagram of the system for each individual power service-entrance location. The results of analysis such as short circuit studies and arc flash hazard assessment shall be placed on the diagram.
- e. Perform a short Circuit Study – Calculate the short circuit current in symmetrical RMS amperes for all buses or equipment, and for each possible operation mode.
- f. Calculate arc current for every required equipment or bus.
- g. Estimate arcing time by plotting Time-Current Curve and obtaining the trip time of branch and main circuit breakers.
- h. Estimate arc flash incident energy for the equipment at the given distances. Evaluate incident energy for each type of possible connection and arc current changing through the series of breaker operations.
- i. Determine the arc flash boundary.
- j. The arc flash hazard analysis shall be documented in a detailed report. The report should include the following:
 - i. The name of person performing the assessment
 - ii. The date of assessment.
 - iii. All data collected and used in the assessment, including protective device settings.
 - iv. Assumptions used in the absence of data.
 - v. The name of the software and the revision.
 - vi. Provide documentation for all results related to incident energy and arc flash boundary for each equipment.
- k. Arc Flash Labeling – Provide sufficient details in the plans including direction that it will be the Contractor’s responsibility to place Arc flash labels on the exterior cover of equipment at the power service-entrance locations. Equipment like, (a) Non-fused disconnect switch on the line side of meter, (b) service-entrance rated overcurrent protection device, (c) electrical distribution cabinet. Identify in the plans that Arc flash labels should be located in a place that is easily visible and readable from some distance. Provide the following information for the label: nominal voltage, arc flash boundary, and site-specific level of personal protection equipment, minimum arc rating of clothing, available incident energy and the corresponding working distance. Label information shall also be included in the design documentation report.
- l. 12 lighting cabinets will require this analysis, and 6 ITS cabinets will require this analysis

4. **Noise Walls (Atkins, WBQ, Tierra)-**
Summary of changes: Updated noise wall locations have been provided, summarized below:

Community Name	Barrier ID	Barrier Height (feet)	Est, Barrier Length ¹ (feet)	Barrier Location
Stratford Pointe	150-NBP2	22	2,208	Right of Way
Savannah Landings	150-SBP4	10	1,453	Shoulder
Oasis at Moss Park	150-NBP4	20/14	1,035/665	Hybrid
Villas at East Park	150-SBP5	22	1,700	Right of Way

The above represents additional walls above what was included in the original scope as follows:

- Additional overall length of noise wall - 3561 LF
 - Additional length of toe/MSE slope walls – 2700 LF
 - Two new locations, and two of these will be shoulder mounted versus at the ROW to be laterally offset considering future 10-laning
- The following disciplines are impacted.
 - a. Roadway (Atkins): Grading and slopes shall be positioned to accommodate future 10-laning (i.e. additional outside widening). CFX has provided a conceptual typical section to support this. Additional analysis required due to extent of development of noise walls to stay within ROW constraints and design model was essentially complete. (47 sections affected, and 7 plan profiles impacted)
 - b. Signing (WBQ): adjustment of one full OH and one cantilever sign structure (revised cross-sections are the only changes)
 - c. Drainage (Atkins): adjustments to address the future 10-laning as follows:
 - i. Add field inlets and pipes to current trunk line to address flow in the slope
 - ii. Pipe to be sized appropriately for the flow of the future 10-lane section in this area.
 - iii. Primarily this will be in the area on the low side of super. No drainage impacts to high side of super are anticipated

Assumption: ponds shall not be remodeled to accommodate the future 10-laning

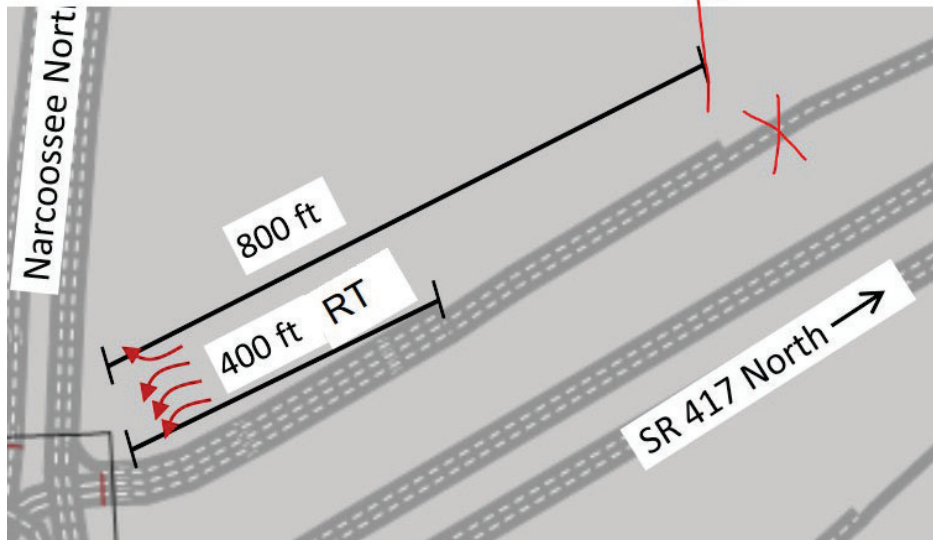
- d. New toe walls (Atkins, Tierra): along both new areas given current slopes extend to existing ROW.
 - i. Structures and geotech will be required once new cross-sections are established. Desire is to have 4:1 slopes (3:1 max) behind the future 10-lane break line where toe walls are present.
 - ii. Toe wall lengths expanded beyond existing scope due to the addition of noise walls. Additional total length of 2700 LF for two new wall areas.
Roadway analysis in addition to structural and geotech required.
- e. ITS fiber is mid-slope from about station 1295 to 1300 (Area 2) - this will require relocation (between nearest manholes) as likely in conflict with new noise wall and/or toe wall.
- f. Structural – desire to combine one OH sign support on noise wall rather than separate structure to minimize height of slope MSE wall (single location)
- g. Geotech – borings for the new noise and toe wall limits

5. Ramp Lighting replacement (Atkins)

- Ramp Lighting:
 - a. Site visit/field review of the ramp lighting at Moss Park Rd and Dowden Rd interchanges (SR 528 has recently been replaced so no need). Light poles within these interchanges are still within service life, so likely they are in reasonable condition, however:
 - i. Perform a field review to confirm no issues
 - ii. If certain poles appear to be in poor condition, replace in kind
 - iii. No new lighting analysis is required

Narcoossee Rd – as the original light poles are 30 yrs. old +/-, replace for the ramps to and from the north within the 417-150 project limits. This will require new analysis to confirm placement and to address any adjustments contemplated with the new SB off-ramp alignment outlined in Scope change item 6 below.

- 6. SR 417 SB off Ramp at Narcoossee (Atkins, WBQ, Tierra)**: CFX will be revising the concept at the SB Narcoossee Rd off ramp to a triple left with exclusive right. Inwood will be responsible for development of the concept. The rough ramp layout is below. Atkins new project limit on this ramp are from the south/west limit of the existing ramp plaza northward to SR 417.



Scope changes to Atkins work involved:

- Toll Facility Plan - Addition of an all-electronic toll gantry at the X location (approximate) above based upon CFX standard ramp gantry configuration (dual mounted support). The design will be based upon the reference design provided at the Stoneybrook AET site recently constructed by the CFX.
 - Civil/site plan
 - Grading
 - Drainage
 - Concrete pavement details
 - Temporary Traffic Control plan
 - Construction of new conc pavement (maintain one lane minimum of existing ramp traffic, and maintain ability to run thru existing plaza)
 - Demolition of existing plaza – likely requiring slight diversion of ramp traffic once new ramp toll plaza is operational.
 - Gantry structure
 - Structural notes
 - Foundation plan (geotech) (covered in SA #3)
 - Truss plan and elevation
 - Truss details
 - Electrical and Generator LP gas tank and piping
 - Electrical plan
 - LP tank plan and piping diagram
 - Plaza demolition electrical plan

- Plaza generator LP tank demolition plan
 - Lightning protection plan
 - Toll equipment power riser
 - Panel schedules
 - LP piping and tank installation details
 - Misc. electrical details
 - Power Design Analysis Report (minimum inclusion: generator sizing, fuel tank sizing with other required design calcs).
 - Cabinet details
- Assumptions:
- Will be similar to the SR 419-316A plans (Stoneybrook West off ramp) however 2 lanes versus one lane.
 - No exit ramp alignment changes are anticipated at the ramp exit from SR 417.
 - WWD devices are within the limits of the Inwood project (will be removed from 417-150 plans)
 - The actual equipment for the toll gantry is assumed to be specified and supplied by the CFX or other Consultants
 - Technical specifications will be required for the generator, the automatic transfer switch (ATS), LP gas fuel tank, LP gas fuel piping
 - Site visit needed to verify existing plaza electrical and mechanical equipment

Schedule

As these changes have occurred post 60% design development, there are schedule impacts. Noise walls were provided in early April, the expectation is that there is a 3-4 month overall schedule delay. Updated schedule to be provided to address.

120 APR 10 PM 11:05

SUPPLEMENTAL AGREEMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 28th day of April, 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's March 23, 2020 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs remain unchanged at \$4,151,584.48.
 - b. The Design Survey – Field (Prime) remains unchanged at \$147,628.56.
 - c. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$23,634.07.
 - d. The Direct Expenses Travel - Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted upward by \$69,890.62 to \$2,017,234.35.
 - Tierra \$69,890.62
 - f. The Allowance is adjusted downward by \$69,890.62 to \$58,740.20.

The Total Maximum Limiting Amount remains unchanged at \$6,400,000.00.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams
Date: 2020.04.28 14:33:00 -04'00'
Director of Procurement

ATKINS NORTH AMERICA, INC.

Witness: *Susan McGrath*
Print Name: Susan McGrath

By: *Samir Divsara*
Title: VP Senior Division Manager


Approved as to form and execution, only.

Diego "Woody"
Rodriguez Digitally signed by Diego
"Woody" Rodriguez
Date: 2020.04.28 13:30:56 -04'00'
General Counsel for CFX

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Contract\2.A Supplementals Agreements\SA 3\Atkins-417-150 -SA 3.docx



MEMORANDUM

Date: March 24, 2020
To: Will Hawthorne, PE CFX Director of Engineering
From: Carnot W. Evans, PE 
Subject: Design Consultant Services - Contract 001393
 CFX Project No. 417-150
 SR 417 Widening from Narcoossee Road to SR 528
 Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins North America, Inc. provided via email on March 11, 2020 for the SR 417 Widening from Narcoossee Road to SR 528. This requested contract amendment is to provide additional geotechnical services to cover additional work that was recommended for the additional sign structures and walls that have been added to the project.

The work authorization request is attached and additional costs are detailed below:

\$	0.00	Atkins as Prime
\$	<u>69,890.62</u>	<u>Total Subconsultant Fees</u>
\$	69,890.62	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$69,890.62.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File

**Project 417 – 150
SR 417 widening from Narcoossee Rd. to SR 528
Scope of Services for Supplemental Agreement #3
Geotechnical services only
March 23, 2020**

Based upon recent direction from CFX, there are several areas of scope changes/additions included in this supplemental agreement. Plans have been developed thru 60%, some items are new scope some items are related to revisions based upon progress to date. These are identified below:

1. SR 528 Pier Protection
2. PTSU Accommodations
3. Arc Hazard Flash Analysis
4. Noise Wall adjustments
5. Ramp lighting adjustments
6. SB Narcoossee off-ramp adjustments

This scope of work addresses ONLY the geotech needs associated with the supplemental.

1. **SR 528 Pier Protection** - no changes/additions to geotech

2. **PTSU Accommodations**

a. Guide signing - Revised/new efforts include:

- i. Additional sign structures, per an updated CSP, needing geotech and foundation designs include:

	Cantilever Trusses	Full trusses (dual support)	Full Trusses (with median support)
New Signs	+6 (5 static; one shared)	+2 (PTSU)	+5 (PTSU) +1 (static)

b. ITS – based upon the discussions with CFX, the changes to the ITS as a result of the PTSU include the following:

- i. 100% camera coverage of all the dynamic lane use signs - An Additional 4 devices needing geotech and structural design are estimated.

3. **Arc Flash Hazard Analysis** – no changes/additions to geotech

4. **Noise Walls** – length assumptions are in current scope. Assuming no overall length increases, no changes/additions to geotech



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482 South Keller Road
Orlando, Florida 32810
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5. **Ramp Lighting replacement** - no changes/additions to geotech
6. **SR 417 SB off Ramp at Narcoossee**: 417-150 will include the revision at the SB Narcoossee Rd off ramp to a triple left with exclusive right. Inwood will be responsible for development of the concept. At this time, the geotechnical scope is limited to borings and foundations support needed for the new gantry structure (all electronic gantry).

Schedule

As these changes have occurred post 60% design development, there are schedule impacts. The expectation is that there is a 3-month overall schedule delay, pending receipt of noise wall locations.

'19 DEC 26 PM 2:36

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 30th day of December, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's November 26, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
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 \$66,184.41 to \$4,151,584.48.
 - b. The Design Survey – Field (Prime) is adjusted upward by \$8,484.40 to \$147,628.56.
 - c. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$23,634.07
 - d. The Direct Expenses Travel - Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted downward by \$74,668.81 to \$1,947,343.73.

• Geodata	-\$74,668.81
-----------	--------------
 - f. The Allowance remains unchanged at \$128,630.82.

The Total Maximum Limiting Amount remains unchanged at \$6,400,000.00.

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

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


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: 
Director of Procurement

'19 DEC 26 PM 2:36

ATKINS NORTH AMERICA, INC.

Witness: 
Print Name: CHAD A. SHOCKLEY

By: 
Title: Project Manager, VP

Approved as to form and execution, only.


General Counsel for CFX



MEMORANDUM

Date: November 27, 2019
To: Glenn Pressimone, PE CFX Director of Engineering
From: Carnot W. Evans, PE
Subject: Design Consultant Services - Contract 001393
CFX Project No. 417-150
SR 417 Widening from Narcoossee Road to SR 528
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins North America, Inc. provided via email on November 26, 2019 for the SR 417 Widening from Narcoossee Road to SR 528. This requested contract amendment is to shift survey fee from the subconsultant to Atkins to cover additional work that was done by the prime and results in no additional amount to the overall contract.

The work authorization request is attached and additional costs are detailed below:

\$ 74,668.81	Atkins as Prime
<u>\$ (74,668.81)</u>	<u>Total Removal of Subconsultant Fees</u>
\$ 0.00	Total Requested Contract Amendment Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of \$0.00.

Should you have questions or need additional information, please call me at 321.354.9757.

CC:

Keith Jackson, PE Dewberry
File



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

December 5, 2019

Glenn M. Pressimone, PE
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Rd.
Orlando, FL 32807

Subject: **Atkins CFX Contract # 001393**
CFX Project 417-150
417 Widening from Narcoossee Rd to SR 528
Transfer of funds within contract limits

Dear Glenn,

We are requesting an adjustment of fees, within the total current contracted amount, between Geodata and Atkins as follows:

- Shifting of \$74,668.81 from Geodata to Atkins

The original concept was for Atkins and Geodata to linearly split most of the work, however, the following items exceed what was expected from the Atkins survey team, including the following:

- Survey of corridor wide ITS and lighting as flagged by CFX
- Lidar survey and extrapolation for all the bridge structures (piers and underneath) for widening and vertical clearance determinations
- Lidar survey and extrapolation for OH utilities to support constructability evaluations
- Topo for vegetated areas encompassed more area than expected
- In-office processing and QCR efforts for above

Currently Geodata has expended approximately \$146,000 of their total fees of \$295,624.49 (about 50%). Moving the requested amount will still retain more than adequate funds for Geodata if additional surveys within their linear segment are needed after 60% and for hand-over when construction starts. I have discussed this with Paul deVivero and will issue a subcontract amendment for Geodata reflecting the change once CFX approves. The email from Geodata noting this acceptance is attached. See below for requested adjustments:

Firm	Current contract amount	Change	Adjusted contract amount
Atkins	\$4,249,356.64	\$74,668.81	\$4,324,025.45
Geodata	\$ 295,624.49	(\$74,668.81)	\$ 220,955.68

There is no request for an overall fee change to our contracted amount as a result of this action, nor an impact to the current remaining allowance.

Our original contracted minority participation was: **26.12%**. With this request and including Amendment #1, we still exceed the original contracted minority participation, see below:

Firm	Fees	% of Total Fees
WBQ	\$ 412,826.55	6.58%
BASE	\$ 490,990.86	7.83%
Tierra	\$ 548,802.48	8.75%
Geodata	\$ 220,995.68	3.52%
Total participation	\$1,673,615.57	26.68%

Please advise if you need any further information to process this request.

Sincerely,



Susan A Gratch, PE
Project Manager

CC: Will Hawthorne, PE; Director of Engineering, CFX
Carnot Evans, PE, Dewberry
Carmen Rivera, Atkins

Attachments: Fee support sheet, email from Geodata

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
SR 417 Widening from Narcoossee Road to SR 528

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 20th day of May, 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of ATKINS NORTH AMERICA, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.0 and 11.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th day of December 2018, provides that in the event that CFX shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 17, 2019 letter to CFX, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
 - a. The Salary Related Costs are adjusted upward by \$130,258.23 to \$4,085,400.07.
 - b. The Design Survey – Field (Prime) is adjusted upward by \$13,575.04 to \$139,144.16.
 - c. The Direct Expenses - Lump Sum (Prime) remains unchanged at \$23,634.07
 - d. The Direct Expenses Travel - Limiting Amount (Prime) remains unchanged at \$1,178.34.
 - e. The Subcontract Items are adjusted upward by \$199,936.97 to \$2,022,012.54.

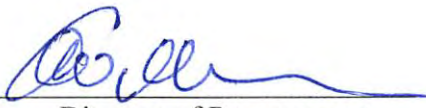
• BASE	\$110,354.31
• WBQ (Design)	\$4,402.67
• Tierra	\$85,179.99
 - f. The Allowance is adjusted downward by \$343,770.24 to \$128,630.82.

The Total Maximum Limiting Amount remains unchanged at \$6,400,000.00.


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

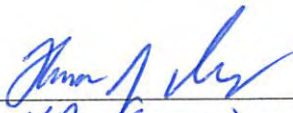
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.

Witness: 
Print Name: Kit Hopkins

By: 
Title: VP - Senior Division Manager

Approved as to form and execution, only.


General Counsel for CFX



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Exhibit A

Project 417 – 150

SR 417 widening from Narcoossee Rd. to SR 528

Scope of Services for Supplemental Agreement #1

Geometry revision and median widening within SR 528 interchange

May 17, 2019

Background

The contracted scope and fee for 417-150 included median widening only through the limits of the SR 528 interchange, allowing for the addition of the 5th and 6th lanes with fully paved median to allow for full shoulders to facilitate future part time shoulder running (PTSR) through a portion of the interchange (PTSRs are not currently in the scope of work other than pavement infrastructure). As conceptual efforts progressed, and more details from CFX became available, CFX has noted a preference to extend the PTSR north of SR 528 so that when CFX expands the PTSRs northward to a logical point, the median is sufficiently set up. Further review of Atkins based upon preliminary survey and review of 417-410 and 417-457 plans along with review of Brightline Plans, have indicated a limitation considering available lateral space in the median to accommodate the PTSR in addition to the 5th and 6th lanes. In summary, due to the limitations of existing hammerhead piers (ramp fly-overs) and the planned Brightline overpass, the existing median cannot accommodate the newly requested PTSRs. As such, this scope of services outlines the additional project-wide efforts needed to make the requisite adjustments to accommodate PTSRs as desired by CFX.

Summary of Changes

Preliminary length of the mainline realignment (meeting 70 mph) and new typical with outside widening is approximately one mile, with intent of not impacting ramp gores to and from SR 528. The preliminary adjustments will require outside widening from approximate station 1413 +/- to Station 121+50 +/- (about 5200 LF).

These changes have supplemental design efforts in the following disciplines, which are described in more detail below.

Survey
Geotech
MOT
Drainage

Structural
Lighting
Signing
ITS

Changes by discipline:

1. **Survey:**
 - Atkins: additional survey for existing piers; LiDAR for existing overpasses (to cover outside widening); additional hard shots/ground survey of areas not covered with the LAMP (was already targeted and flown prior to this change). We have worked with Rooks to minimize the areas and use as much data from the LAMP as possible, but there are areas not appropriately covered as not deemed necessary at time of flight.
2. **Geotech:**
 - Additional augers for the outside widening areas (normal FDOT spacing); 91 in total are estimated
 - One added bridge boring (SPT) (note plan is to utilize to max degree practical the existing data available)
 - Added evaluations for outside MSE wall extensions
 - One additional SPT for OH sign, two additional SPTs for ITS devices
3. **Roadway/MOT:**
 - Additional typicals to cover the new sections (generally the overall roadway design effort is not increased as alignment (p/p) and cross-sections are already covered). It is noted that the efforts will include appropriate evaluations for clear zone protection (piers)
 - Assumption herein is that the adjacent SR 528 ramps will not require any adjustments (i.e. guardrail or other)
 - MOT: additional phase of work for mainline SR 417; and given proximity of adjacent ramps, protection may need to be detailed along ramps
4. **Drainage:** Storm drainage adjustments: new inlets, additional culvert extensions and/or end walls, and addition of shoulder gutter and inlets on the outside widened areas. Inside shoulder, generally will have barrier wall and requisite inlets.
5. **Structural:**
 - BASE: Bridges over SR 528 and over the SB to EB ramp: addition of outside widening; bridge and wall plans as needed. Further for the bridge over SR 528, we need to consider the ultimate SR 528 widening plan (i.e. the 8-laning concept plan) with our bridge widenings (may indicate how widen on the outside to ensure appropriate clearances can be met). Outside MSE wall extensions.
 - Atkins: Additional structural for 1 OH sign and 2 DMS devices



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6. Lighting: within the 1-mile length, most of the recently installed light poles will need to be removed and replaced given shift of alignment and wider travel width. Intent will be to reuse if possible, so essentially lighting for this one mile needs to be added to the project.
7. Signing: one OH cantilever will require removal and replacement.
8. ITS: within the 1-mile length due to outside widening, fiber and conduit replacement and 2 additional ITS devices impacted with outside widening.

Schedule

As this change has occurred relatively early in the project, changes to initial deliverables are possible, but not to overall project completion. A detailed schedule update will be provided after execution of the SA.

**AMENDMENT NO. 01 TO
CONTRACT NO. 001393**

This Amendment is made and entered this 16 day of January 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX", and Atkins North America, Inc, hereinafter "CONSULTANT", registered and authorized to conduct business in the State of Florida, whose principal place of business is 482 S. Keller Road, Orlando, FL. 32810.

'19 MAR 14 AM 9:12

WITNESSETH:

WHEREAS, CFX and CONSULTANT entered into an agreement on December 13, 2018 referred to as Contract No. 001393;

WHEREAS, the Agreement is being amended to incorporated changes requested by the CONSULTANT;

WHEREAS, for the ease of reference, the additions and deletions are highlighted by underlines and strikeouts, respectively;

WHEREAS, it is in the mutual best interests of CFX and CONSULTANT to amend this Agreement to reflect these changes; and

NOW, THEREFORE, the parties agree as follows:

1. The first paragraph of Section 7.0, DOCUMENT OWNERSHIP AND RECORDS is hereby ~~deleted~~ in its entirety and replaced with the following:

"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. Provided, however, that none of the documents or materials is intended or represented by CONSULTANT to be suitable for reuse by CFX, or others, for any continuation of the project or for any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CFX's sole risk and without liability or legal exposure to CONSULTANT. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 482 S. Keller Road, Orlando, FL. 32810."

2. Section 13.0, INFRINGEMENT OF PATENTS AND COPYRIGHTS is hereby deleted in its entirety and replaced with the following:

“Section 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. This obligation is limited to the deliverables and services as provided by CONSULTANT without any alteration or modification. 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.”

3. Section 17.0, DOCUMENTED ALIENS is hereby deleted in its entirety and replaced with the following:

“17.0. DOCUMENTED ALIENS

The CONSULTANT warrants represents 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 applicable 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.”

4. Except as expressly amended hereby, all the remaining provisions of the Agreement, as supplemented and amended, shall remain in full force and effect.

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

CONSULTANT:

By: Francis O'Connor

Print Name: Francis O'Connor

Title: Vice President/Sr. Sector Manager

Date: March 4, 2019

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

Print Name: Robert Johnson

Date: 3/21/2019

Approved as to form and execution, only.

[Signature]
General Counsel for the CFX

'19 MAR 14 AM 9:12

**SECRETARY'S CERTIFICATE
OF
Atkins North America, Inc.**

I HEREBY CERTIFY that I am the duly elected Secretary of Atkins North America, Inc., a Florida corporation (the "Corporation"), and consistent with the Corporation's Authorization Matrix the officers and employees named in Exhibit "A" are authorized to execute documents on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 1ST day of January, 2019.

Atkins North America, Inc.

(Corporate Seal)

By: C. Ernest Edgar IV
C. Ernest Edgar IV, Secretary



'19 MAR 14 AM 9:13

**Secretary's Certificate of
Atkins North America, Inc.**

Exhibit "A"

RESOLVED, consistent with the Corporation's Authorization Matrix, the below named officers are authorized to execute documents on behalf of Atkins North America, Inc. ("Atkins"):

C. Ernest Edgar, IV., Senior Vice President/General Counsel/Secretary
David D. Quinn, Sr., Senior Vice President/Chief Financial Officer/Treasurer
Kenneth J. Burns, Jr., Senior Vice President
Donna M. Huey, Senior Vice President
Justin P. Jones, Senior Vice President
Steven C. Malecki, Senior Vice President
Maureen M. Nayowith, Senior Vice President
Michael M. Newton, Senior Vice President
Brad W. Dennard, Vice President, Senior Sector Manager
Thomas (Tom) J. Delaney, Vice President, Senior Division Manager
Mark Micikas, Vice President, Sector Manager
Francis (Fran) O'Connor, Vice President, Sector Manager
Rosemary Woods, Vice President, Senior Division Manager
Steve McWilliams, Vice President, Senior Division Manager
Jeremy J. Bourdon, Vice President, Senior Division Manager

And the following named officers are authorized to attest to the signatures of officers and employees executing documents on behalf of Atkins:

C. Ernest Edgar, IV., Senior Vice President/General Counsel/Secretary
Rene de los Rios, Vice President/Assistant Secretary
Jayanth Jayaram, Vice President/Assistant Secretary
Donya Becton, Vice President/Assistant Secretary

'19 MAR 14 AM 9:13

AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ATKINS NORTH AMERICA, INC.**

**DESIGN CONSULTANT SERVICES FOR SR 417 WIDENING
FROM NARCOOSEE ROAD TO SR 528**

CONTRACT NO. 001393, PROJECT NO. 417-150

**CONTRACT DATE: DECEMBER 13, 2018
CONTRACT AMOUNT: \$6,400,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

**DESIGN CONSULTANT SERVICES FOR
SR 417 WIDENING FROM NARCOOSEE ROAD TO SR 528**

**CONTRACT NO. 001393
PROJECT NO. 417-150**

DECEMBER 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 13th day of December 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Atkins North America, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 482 S. Keller Road, Orlando, FL. 32810.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from Narcoosee Road to SR 528 identified as Project No. 417-150 and Contract No. 001393.

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

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

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

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

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

Base Consultants, Inc. (Class I)	George F. Young, Inc. (Class I)
I.F. Rooks & Associates, LLC (Class I)	Geodata Consultants, Inc. (Survey) (Class II)
WBQ Design & Engineering, Inc. (Class I)	George F. Young, Inc. (Survey) (Class II)
Geodata Consultants, Inc. (Class I)	Tierra, Inc. (Class II)

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$6,400,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract

into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

Payments shall be made in accordance with the Local Government Prompt Payment Act in part VII, Section 218, Florida Statutes.

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 482 S. Keller Road, Orlando, FL. 32810.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

The obligations in Section 7.0, Document Ownership and Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.0. COMPLIANCE WITH LAWS

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the compensation provided in Section 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Section 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0. TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this

Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Section 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, defend, and hold harmless CFX, and its officers, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional

misconduct of CFX, its officers, or employees during the performance of the Agreement.

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

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. INSURANCE

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

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

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

14.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage

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

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

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

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

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

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

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

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements

have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

15.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

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

16.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

17.0. DOCUMENTED ALIENS

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

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0. E-VERIFY CLAUSE

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

19.0. INSPECTOR GENERAL

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

20.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

22.0. AVAILABILITY OF FUNDS

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

23.0. AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

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

23.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as

soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0. NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: Atkins North America, Inc.
482 S. Keller Road
Orlando, FL 32810
Attn: Sue Gratch, P.E.

Atkins North America, Inc.
482 S. Keller Road
Orlando, FL. 32810
Attn: Chad Shockley, P.E.

26.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

27.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0. ASSIGNMENT

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

29.0. SEVERABILITY

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

30.0. INTEGRATION

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

31.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

Project No. 417-150
Contract No. 001393

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 13, 2018.

ATKINS NORTH AMERICA, INC.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: 
Authorized Signature

BY: 
Director of Procurement

Print Name: Ken Burns, Jr PE

Print Name: Anoth William

Title: SVP, DOT Business Director

Effective Date: 12/20/18

ATTEST: 
Secretary or Notary



Approved as to form and execution, only.


General Counsel for CFX

18 DEC 19 PM 4:39

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

**S.R. 417 WIDENING FROM NARCOOSSEE ROAD
TO SR 528**

PROJECT NO. 417-150

IN ORANGE COUNTY, FLORIDA

November 26, 2018

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

- A. See EXHIBIT “E”, Project Location Map.

1.02 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from approximately 1000 feet north/east of Narcoossee Road to approximately 4500 feet north of SR 528. The length of the project is approximately 4.7 miles. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for a portion of the remainder of median areas to facilitate hard shoulder running in the future. For the area north of SR 528, a fully paved median is not expected. All mainline bridges within the project limits including: OUC Railroad, Moss Park Road, Innovation Way, over the SR 417 SB to SR 528 EB ramp and over SR 528 will be widened to the inside for the full width of the median. OUC RR SB RR bridge will be widened to the outside. Outside bridge widening is not anticipated, however outside barrier rails may need adjustments to conform to latest standards. Other improvements include: southbound auxiliary lane between Moss Park Rd and Narcoossee Rd with a two-lane exit ramp to Narcoossee Rd; and an auxiliary lane northbound between Dowden Rd and SR 528, including a two-lane exit ramp to SR 528. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS device upgrade and fiber relocation if conflicts, maintenance of traffic, utility investigations and coordination, geotechnical investigations and analysis, retaining walls, noise walls, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 widening of SR 417 from Narcoossee Road to SR 528.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS plans, final signing and pavement marking plans and preparation of a complete environmental resource application (ERP) (or permit modification) including 100% storm water management. CFX’s Project Manager will perform all environmental investigations and analyses to support the Consultant’s storm water management portion of the RRP.
- C. CFX’s Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary

and final designs.

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

1.04 Organization

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

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within fifteen (15) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments
 - 1. Project Milestones: The Consultant will prepare a tabulation of major project milestones.
 - 2. Project Schedule: The Consultant shall include a schedule of major design tasks. (For scheduling purposes, design reviews for submittals deemed complete shall be completed in two weeks by the CFX Project Manager.)

2.0 STANDARDS

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

3.0 DESIGN CRITERIA

3.01 General

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

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

3.02 Geometry

The following criteria are to be incorporated into the 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 (note – outside paved shoulder to remain for existing travel lanes and bridges)	Dual Lane 10	
Left	12	6	
Cross Slopes			
Traffic Lanes		2%	2%
Bridge Lanes	2% (4-lane)		

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
Left Shoulder Right Shoulder	3% or tbd (6-lane) 2% typ. (no break)	5% 6%	5% 6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	Match Mainline Match Mainline 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 (OUC – match existing)	23.5	N/A

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

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

4.01 Design Features

- A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.
- B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 417 inside widening from approximately 1000 feet north/east of Narcoossee Road to approximately 4500 feet north of SR 528. The length of the project is approximately 4.7 miles. Specifically, the project consists of widening to the inside (median) to accommodate an additional general use travel lane in each direction with full depth shoulders for remainder of median areas (fully paved median is expected). For the area north of SR 528, a fully paved median is not expected. All mainline areas are to be milled and resurfaced, with guardrail replacement to conform to current height requirements. All mainline bridges within the project limits including: OUC Railroad, Moss Park Road, Innovation Way, over the SR 417 SB to SR 528 EB ramp and over SR 528 will be widened to the inside for the full width of the median. The OUC RR SB bridge will be widened to the outside. Other outside bridge widening is not anticipated. Outside barrier rails will require adjustments to conform to latest standards limited to these five locations. Other improvements include:

- Southbound auxiliary lane between Moss Park Rd and Narcoossee Rd with a two-lane exit ramp to Narcoossee Rd;
- Auxiliary lane northbound between Dowden Rd and SR 528, including a two-lane NB exit ramp to SR 528.
- Ramp work including milling and resurfacing, guardrail adjustments, signing and marking, lighting conversion to LED, as follows:
 - o Narcoossee Rd interchange: ramps to and from the north
 - o Moss Park Rd and Dowden Rd interchanges: all interchange ramps
- At the SR 528 interchange, ramps with the exception of the above two lane NB exit ramp to SR 528 are NOT included in the project limits (currently under design for milling and resurfacing).
- Side Street improvements other than utility adjustment coordination are not included at: Narcoossee Rd, Moss Park Rd, Dowden Rd, and SR 528.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, ITS (impacted fiber optic network and devices), maintenance of traffic, utility investigations and coordination, geotechnical investigations and analysis, retaining walls, noise walls, scheduling

and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

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

4.03 Preliminary Design Report - Review

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

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

4.04 Surveys and Mapping

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

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

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

- B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of

the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 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

Not anticipated. No improvements proposed for side streets, including: Narcoossee Rd, Moss Park Rd, Dowden Rd, and SR 528.

I. Bridge Survey

Provide complete bridge survey data as needed for engineering design.

J. Environmental Surveys

Based upon environmental field work performed by the CFX Project Manager, the following surveys shall be performed by the Consultant:

1. Wetland Jurisdictional Line Surveys for engineering design and permitting
2. Species location surveys (gopher tortoise burrows)

K. Geotechnical Surveys

Locate and/or stake boring locations as needed 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 General Systems Consultant (GSC) will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

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

O. AERIAL MAPPING

1. Aerial mapping shall be provided by the Consultant suitable for the following uses:
 - a. Drainage Maps and permitting support (1"=400')
 - b. Roll plots for Public Meeting and property owner coordination (1"-100')

4.05 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- 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 417 mainline, and all ramps as necessary.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the

Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

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

4.10 Environmental Permits

- A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:
 - 1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.
 - 2. Provide additional information requested at the pre-application by regulatory agencies for permits.
 - 3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
 - 4. Provide all plans, calculations, sketches and reports required for permits except as described above.
 - 5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.
8. Prepare a list of adjacent landowners along with address and 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 storage as required by FDEP or St. Johns Water Management District.
12. The Consultant has determined that the existing FEMA maps are not up-to-date in many areas based on a review of the floodplain maps and FIS report. The Consultant does not anticipate the need to coordinate with the Orange County or City of Orlando Floodplain Managers, thus floodplain map revisions or floodway analysis are not included in this scope of work. Should this be required, it may be added as a supplemental service.

4.11 Utilities

A. Location

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

B. Utility Coordination

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

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 417 mainline and impacted interchange ramps will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template

development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, super elevations, features of intersections, ramp terminal details, interchanges, and limited access points.

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

1. Cover sheet (key sheet)
2. Summary of Pay Items
3. General notes
4. Summary Quantities sheets
5. Project Layout
6. Typical roadway sections
7. Plans and profiles (plans at 1"=50' scale), including mainline SR 417, and ramps as needed. No work on SR 528 is expected.
8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans
10. Intersection plan/profiles – Not required.
11. Interchange curve and coordinate data sheets
12. Ramp Terminal Details
13. Crossroad plans (1" = 50' scale), cross-road improvements are not anticipated, however, plans may be required to depict elements such as utility coordination elements.
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.): Cross section will be provided for mainline SR 417 and for widened ramps only. Ramps to be milled/resurfaced only will not have cross-sections. It is assumed for milling and resurfacing efforts that cross-slope corrections are minimal to none.
15. Earthwork quantities
16. Traffic Control Sheets including Erosion Control/Temp. Drainage

17. Utility Adjustment Sheets
18. Details
19. Special provisions
20. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type. Each of the 5 bridge locations will require inside widening only. Intent is to extend bridges through the full extent of the existing median width. Outside widening is not anticipated, however outside barriers may require retrofit to conform to current standards. At the OUC Railroad overpass, evaluation of crash protection will be completed and inclusion of requisite details to address current standards.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items:
 1. Complete Bridge designs will be provided for all bridges
 2. Retaining walls, including Critical Temporary walls
 3. Box Culverts – no new box culverts are expected, however headwalls on existing box culverts may require adjustment to conform to new slopes. In addition, the CFX has provided an inspection (11/9/17) for the box culvert north of Narcoossee Rd. The Consultant shall address the recommended remediations noted in the inspection report provided
 4. Slope protection
 5. Approach slabs
 6. Details
 7. Summary quantity tables
 8. Special provisions and specifications

9. Stage construction-sequencing details (if applicable)
10. Sign and ITS foundations and structural designs estimated as follows: 5 new OH sign structures (3 truss, 2 full OH), 1 new DMS structure, structural evaluation of 13 existing OH sign structures to confirm new/updated panels are sufficient, and one additional ITS device (new DMS)
11. Sound walls, estimated locations/lengths as follows:
 - a. NB SR 417: North of Narcoossee Rd (1000 LF)
 - b. SB SR 417: S. of Moss Park Rd (1500 LF)
 - c. NB SR 417: North of Moss Park Rd (1000 LF)
12. Retaining/toe of slope walls, estimated as follows:
 - a. SB SR 417 north of Narcoossee SB exit ramp to the OUC RR (approximately 1500 LF)
 - b. SB SR 417, between the OUC RR overpass to the Moss Park Rd overpass (approximately 1000 LF)
13. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval
14. The Consultant shall perform an evaluation of the existing median bridge foundations and MSE wall straps, previously constructed for future widening, to determine acceptability for HL93 loading. The design and plans shall address respective needs to accommodate the needed project improvements.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
 2. Finalize the pond design at the 30% submittal. Due to the increase of impervious area width, treatment and attenuation calculations will be prepared for fifteen (15) existing ponds.
 3. Have its chief drainage engineer available at the scheduled (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. Perform floodplain analysis for one (1) location including proposed impacts and compensation calculations.
 7. Perform cross drain analysis for six (6) crossings due to extensions. Two crossing will be CBC's and the remainder are pipes.
 8. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications if requested by maintenance.
 9. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.
- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
1. Connector pipes
 2. Drainage structure details
 3. Storm drain and culvert profiles and/or drainage cross-sections
 4. Lateral ditches/channels
 5. Outfall ditches/channels
 6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including mainline roadway and ramp fixtures, overhead sign lighting and underdeck lighting, to and including all ramps and CFX bridges within the project limits. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

Roadway lighting has been recently replaced at the SR 528 interchange. The Consultant shall review the photometrics for this recent work to confirm if illumination levels are sufficient for the SR 417 widening project and will address any deficiencies in the mainline lighting design and plans. Ramps are assumed sufficient.

- B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The following is excluded: upgrade of cross road lighting to LED fixtures, upgrades to pedestrian lighting at cross-road intersections with ramps, and conversion of underdeck lighting to LED for bridges not being widened.
- D. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet
 - 5. Project Layout sheet
 - 6. Plans sheets (plans at 1"=50' scale)
 - 7. Service point detail
 - 8. Special Details

4.16 Traffic Engineering

- A. Traffic Data will be furnished by CFX.
- B. Maintenance of Traffic Plans
 - 1. The Consultant shall prepare maintenance of traffic plans at scale of no smaller than 1" =100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, ITS fiber and devices, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- D. For the purposes of this proposal, the following are assumptions relative to guide signs:
 1. All guide sign panels will be replaced (including those on ramps within the project limits).
 2. Two replacement large ground mounted signs.
 3. Four new OH structures (2 trusses, 2 full overhead).
 4. Structural analysis to confirm that new panels can be accommodated on the existing OH structures to remain (12 structures in total).
- E. Propose to relocate and reuse existing structures if they meet current wind load criteria. Due to the inside widening, existing bridge mounted signs along cross-roads will not be impacted, thus not replaced (mounting or

panels do not require adjustments) with this project.

4.18 Signalization Plans

- A. Signalization design and plans are not anticipated necessary for this project.

4.19 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project. ROW maps, legals, and descriptions are not required

4.20 Cost Estimates

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

4.21 Special Provisions and Specifications

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

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic duct banks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary. In general intent is to replace all existing devices with new; requiring older items be turned over to the CFX (plan note).
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) in areas of conflict.

- f. Device layout
- g. Device installation details
- h. Conduit installation details (standard details provided)
- i. Fiber optic cable route marker detail (standard details provided)
- j. Fiber count per conduit
- k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
- m. Fiber cable routing summaries, and tables for new or relocated fiber optic cabling.
- n. Controller cabinet, structure, and foundation details for proposed CFX device sites.
- o. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
- p. Design Methodology Report shall include voltage drop calculation, typical cabinet load summary table and CCTV sighting for proposed camera locations. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet and shall also include a 10 Amp maintenance load that is carried to the end of each circuit.
- q. Grounding
- r. Table of quantities
- s. Special notes
- t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
- u. All existing and proposed FON to be included and shown within roadway cross sections and drainage cross sections
- v. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.
- w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets

(standard details provided), in the event existing TMS would not survive project construction.

- x. Inclusion of one dynamic message sign (DMS) anticipated to be needed within the corridor.
- y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.
- z. Install new WWDS at the off-ramps that currently do not have WWDS (SB exit ramp at Narcoossee Rd).

3. The Consultant shall take the following information into consideration when developing the site construction plans:

- a. Minimize utility conflicts and adjustments.
- b. Minimize traffic impact.
- c. Accessibility and ease of equipment maintenance.
- d. Safety of equipment maintenance personnel and the traveling public.
- e. Maintain the existing FON system through all phases of construction.
- f. Environmental conditions.
- g. Concurrent/future CFX projects.
- h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge protection devices (SPD) standards for ITS devices, etc.)
- i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
- j. Location of proposed sound walls

B. Splice and Cable Routing Details

- 1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
- 2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.
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. Not applicable.

4.24 Post-Design Services

- A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

- B. The Consultant shall support the post design process as follows:
1. Answer questions relative to the plans, typical sections, quantities and special provisions.
 2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Improved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

- A. CFX will provide the Consultant, within ten working days of a written request, the following items:
 - 1. Available record drawings of existing conditions.
 - 2. Available right-of-way plans of existing conditions.
 - 3. Current list available to CFX of owners of all affected properties within the section.
 - 4. Sample plans to be used as guidelines for format, organization and content.
 - 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 - 6. Contract unit prices from latest CFX construction projects.
 - 7. Drainage Design reports for 417 projects 401, 455, 457, 457A, 302, 107, and 126; including storm sewer tabulations.
 - 8. CADD files including GEOPAK, if available, for projects within the limits of construction.

5.02 Traffic Data

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

5.03 Other

- A. CFX to provide utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

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

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

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

6.06 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 develop a project specific quality control plan which shall be maintained during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked. QC documents (plans, calcs, reports) associated with phase submittals shall be provided to the CFX with each phase submittal.
- B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

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

7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

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

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

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by CFX shall continue through the project development process
- B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:
 1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files, 3 sets and 1 .PDF required)

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

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

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a. Location map shown complete with destinations, ranges and townships.
 - b. Beginning and ending stations shown.
 - c. Any equations on project shown.
 - d. Project numbers and title shown.
 - e. Index shown.
 2. Drainage Map Prepared
 - a. Existing culvert sizes and elevations.
 - b. Horizontal alignment shown.
 - c. Drainage areas and flow arrows shown.
 - d. High water information shown.
 - e. Beginning and end stations shown along with any equations on project.
 - f. Interchange supplemental maps prepared.
 3. Typical Section Sheets
 - a. Ramp typical sections developed.
 - b. Pavement structure shown.
 - c. Special details developed.
 - d. General notes shown.
 4. Plan and Profile Sheets
 - a. Centerline plotted.
 - b. Reference points and bench marks shown.
 - c. Existing topography.
 - d. Base line of surveys, curve data, bearings, etc. shown.
 - e. Beginning and end stations (project and construction).
 - f. Geometric dimensions.
 - g. Proposed and existing limited access right-of-way lines.

- h. Existing ground line.
 - i. Proposed profile grade.
 - j. Type, size and horizontal location of existing utilities.
 - k. Drainage structures and numbers are shown
 - 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 super elevation transitions diagramed.
 - e. General notes shown.
 - f. Special ditches profiled.
 5. Drainage Structures
 - a. Existing structures requiring modifications are shown.
 - b. Existing and proposed utilities are shown.

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

**CONSENT AGENDA ITEM
#8**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

SUBJECT: Approval of Contract Award to BCC Engineering, LLC for
Design Consultant Services for SR 516 Lake/Orange Expressway from West of
Cook Road to Lake/Orange County Line - Segment 2
Project No. 516-237, Contract No. 001686

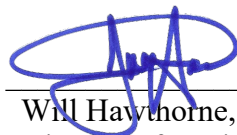
The Board approved on August 13, 2020, the final ranking and authorization to negotiate with firms for Design Services for SR 516 Lake/Orange Expressway - Segment 2.

The work includes final design and preparation of construction drawings/specifications for the construction of SR 516 from west of Cook Road to the Lake County/Orange County Line.

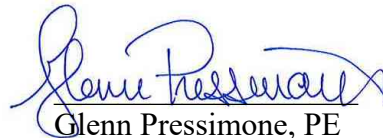
Board award of the contract to BCC Engineering, LLC is requested in the not-to-exceed amount of \$5,000,000.00.

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

Reviewed by:



Will Hawthorne, PE
Director of Engineering



Glenn Pressimone, PE

AGREEMENT

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

DESIGN CONSULTANT SERVICES FOR

**SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF
COOK ROAD TO LAKE/ORANGE COUNTY LINE**

PROJECT NO. 516-237, CONTRACT NO. 001686

**CONTRACT DATE: NOVEMBER 12, 2020
CONTRACT AMOUNT: \$5,000,000.00**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART,
PROJECT LOCATION MAP, SCHEDULE, AND NON-CONFLICT
DISCLOSURE FORM**

**AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT LOCATION
MAP, SCHEDULE, AND NON-CONFLICT DISCLOSURE FORM**

FOR

**SR 516 LAKE ORANGE EXPRESSWAY FROM WEST OF COOK ROAD TO
LAKE/ORANGE COUNTY LINE
PROJECT NO.516-237**

DESIGN SERVICES

CONTRACT NO. 001686

NOVEMBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

THIS AGREEMENT, made and entered into this 12th day of November 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter “CFX,” and BCC Engineering, LLC, hereinafter called “CONSULTANT,” registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 160 N. Westmonte Drive, Suite 2000, Altamonte Springs, FL 32714.

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 from West of Cook Road to Lake/Orange County Line identified as Project No. 516-237 and Contract No. 001686.

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:

Bentley Architects and Engineers, Inc. Class I	Metric Engineering, Inc. Class I
Brindley Pieters and Associates, Inc. Class I	Tierra, Inc. Class II
Echo UES, Inc. Class I and (Survey) Class II	Florida Bridge and Transportation, Inc. Class I
Geodata Consultants, Inc. Class I and (Survey) Class II	

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$5,000,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in 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 160 N. Westmonte Drive, Suite 2000, Altamonte Springs, FL 32714.

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: BCC Engineering, LLC
160 N. Westmonte Drive, Suite 2000
Altamonte Springs, FL 32714
Attn: Boyd Jenkins, P.E., Senior Project Manager

BCC Engineering, LLC
160 N. Westmonte Drive, Suite 2000
Altamonte Springs, FL 32714
Attn: Alfred Lurigados, PE

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 November 12, 2020.

BCC ENGINEERING, LLC

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

Effective Date: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 516

**From West of Cook Road to Orange County/Lake
County Line to SR 429
(Segment 2)**

PROJECT NO. 516-237

CONTRACT NO. 001686

IN LAKE COUNTY, FLORIDA

October 9, 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 west of Cook Road to Orange County/Lake County Line to SR 429 (Segment 2). Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between Cook Road and the Orange County/Lake County Line, a local interchange with proposed CR 455 extension, toll gantries for the CR 455 interchange and new local road construction of CR 455, a four-lane divided roadway between the interchange ramps and Schofield Road. This project will include construction of new bridge structures over Cook Road and proposed CR 455 extension. Additional elements include surveying, drainage evaluation and design, bridge and retaining wall design, permitting, interchange and sign lighting, signing and pavement markings, intelligent transportation systems (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 Cook Road to Orange County/Lake County line.
- 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 west of Cook Road to the Orange County/Lake County Line. Specifically, the project consists of construction of a new limited access toll highway consisting of four lanes (two in each direction) between Cook Road and the Orange County/Lake County Line, a local interchange with proposed CR 455 and new local road construction of CR 455, a four-lane divided roadway. This project will include construction of new bridge structures over Cook Road and CR 455. 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 Lake County, FDOT, FDEP, US Army Corps of Engineers, and the St Johns River 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 and CR 455
3. Vertical alignment of SR 516, Cook Road, and CR 455
4. Typical sections for SR 516, Cook Road, and CR 455
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 to verify DTM.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

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 (N/A)

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

The CFX GSC will review the plan submittals to make sure that the FON is

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

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

4.5 Geotechnical Investigation

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

4.14 Roadway Lighting

- A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor (including the entire mainline of SR 516, ramps, gore areas and transition areas) to as LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

- B. The Consultant shall prepare a Lighting Design Analysis Report (LDAR). The LDAR shall include lighting photometric analysis, electrical load analysis, voltage drop calculations, device coordination, short circuit current analysis, arc flash hazard analysis, structural calculations for any special conventional pole concrete foundations, and other related documentation. In addition, the Consultant shall perform an evaluation of various lighting design alternatives which consider factors such as pole configuration, pole heights, arm lengths, luminaire wattages, and optics. A single alternative should be implemented on the project. The evaluation should be based on safety, constructability, maintainability, economics, and consistency with the adjacent projects. The LDAR shall also include all coordination correspondence with the local power company and confirmation on the final locations of distribution transformer and service poles.
- C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
1. Cover Sheet (Key Sheet)
 2. Signature Sheet
 3. Tabulation of Quantities
 4. General Notes and Pay Item Notes
 5. Legend and Pole Data Sheet(s) (Roadway Lighting)
 6. Luminaire Data (Sign and Underdeck Lighting)
 7. Project Layout sheet
 8. Plans sheets
 9. Underdeck Lighting Plans
 10. Underdeck Lighting Monitoring Details
 11. Remote LED Driver Cabinet Details
 12. Sign Lighting Details
 13. Service point detail shall include wiring schematics, one-line, and riser diagrams, panelboard schedules with breaker panel assignments, electrical equipment and load center sizing, grounding and bonding, surge protection, and typical power service installation details
 14. Special Details (Arc Flash Warning Label Design and Notes)

- D. All sign and pendant hung mounted underdeck lighting systems shall be designed to accommodate the remote LED driver cabinets including photocell receptacle(s) for the future wireless node installations. Wall or pier cap mounted underdeck luminaires are self-contained with LED drivers and photocell receptacles and no need for remote LED driver cabinet installation. All roadway lighting luminaires also need to be equipped with photocell receptacles to be used for the future wireless node installations.

4.15 Traffic Engineering

A. Traffic Data

1. Traffic data will be furnished by CFX.
2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1" = 100' to safely and effectively move vehicular and pedestrian traffic during the phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during the phases of project construction at locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

- B. CFX will provide conceptual signing plans for the project as deemed necessary.
- C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

4.17 Signalization Plans

- A. The Consultant shall 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/remainders (less than one-half acre) shall be shown to the nearest square foot.
 5. Completed Title Block (all spaces must be filled in; if not applicable,

show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.

6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.

B. 100% Right of Way Maps

1. Completed Right of Way Maps revised in accordance with prior reviews.
2. Map information agrees exactly with the Parcel Sketch and Legal Description.

C. Computer Mapping

All Right of Way Maps will be prepared using the latest CADD version and submittals will include:

1. CADD files in Microstation format. All maps will include point names generated on CADD level 62.
2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

D. Title Search

1. CFX shall furnish the Consultant the Title Search Reports for the parcels affected by the proposed right of way throughout the project.

E. Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non- Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:
2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder
3. Existing easements affecting the property

4. Improvements, buildings
5. Approximate areas of each taking and remainder
6. North arrow and scale
7. “DRAFT PARCEL SKETCH”, Project Number and Parcel Number prominently displayed at the top of the page
8. Border with space for recording reserved at the upper right corner.

F. Final Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.13. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.
2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.
3. Parcel Sketches and Legal Descriptions will be prepared for FDOT, County, and Municipality Right of Way.
4. Parcel Sketches and Legal Descriptions will include:
 - a. Boundary and dimensions of taking and remainder.
 - b. Existing easements affecting the property.
 - c. Improvements, buildings, with ties to taking line where within 25 feet.
 - d. Point of Commencement, Point of Beginning and monumentation referenced in the Legal Description.
 - e. “SKETCH AND LEGAL DESCRIPTION”, Project Number and Parcel Number prominently displayed at the top of the page.
 - f. Areas of each taking and remainder.
 - g. North arrow and scale.
 - h. Border with space for recording reserved at the upper right corner.
 - i. Legal descriptions of Limited Access taking, (with Limited access clause), Right of Way takings, proposed easements.
 - j. All calls for adjoiners, including Section and fractional Section lines, Lot and Block lines, right of way lines, (with reference to maps if available).

- k. The Point of Commencement or Point of Beginning will be a monumented point outside limits of construction and will be a well-defined point of a Section or Grant.
5. Parcel Sketches and Legal Descriptions submitted for review shall include Geopak parcel closure files, (or alternate computation software,) and Microstation .dgn files, (separate files for each sheet).

4.21 Cost Estimates

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

4.22 Special Provisions and Specifications

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

4.23 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" = 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 CR 455 EB off-ramp
 - o CXR 455 WB 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 Not applicable
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

- A. Design and prepare plans for the gantry sites as recommended in the Toll/Revenue Study (assume two 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.

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

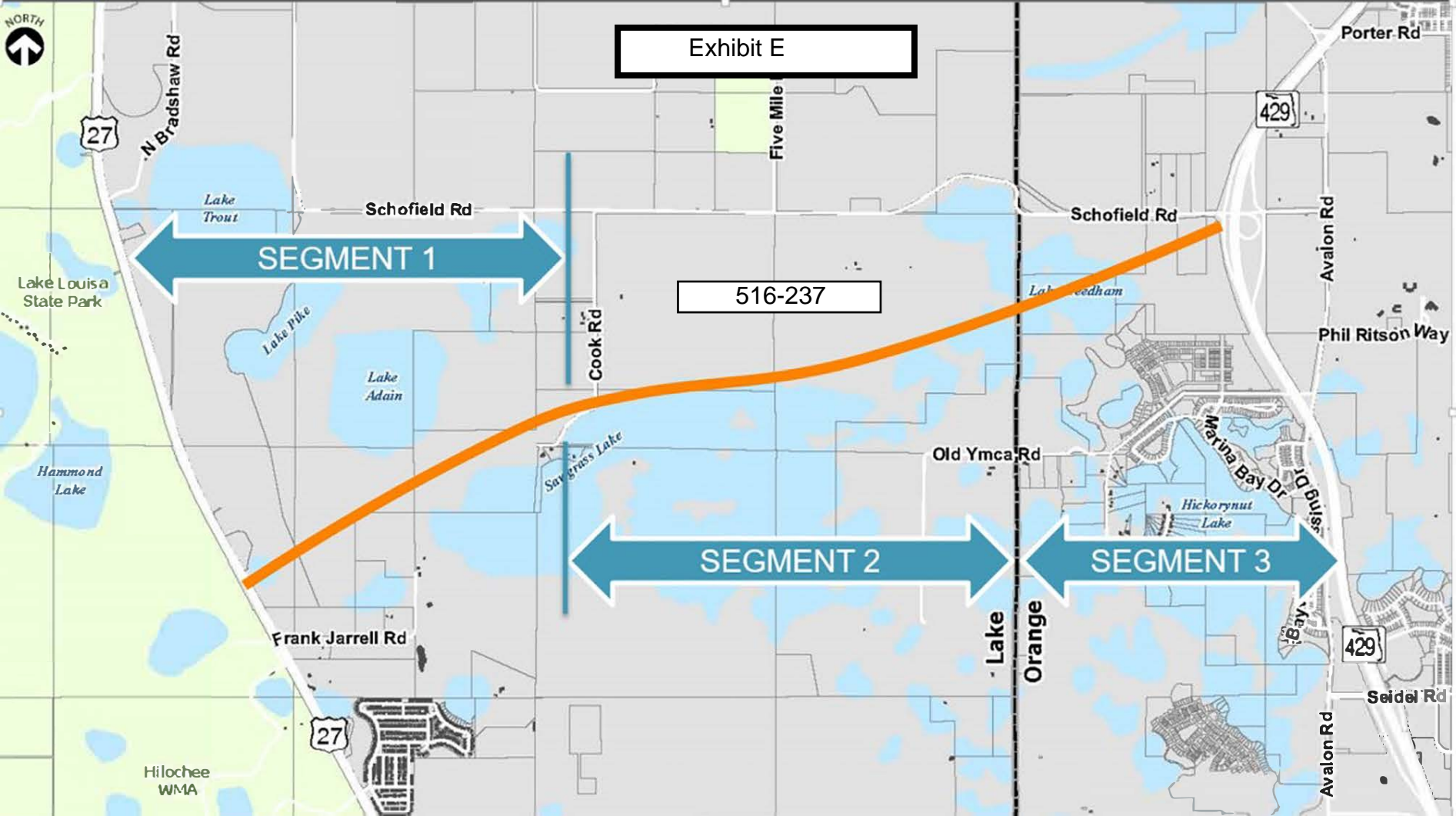
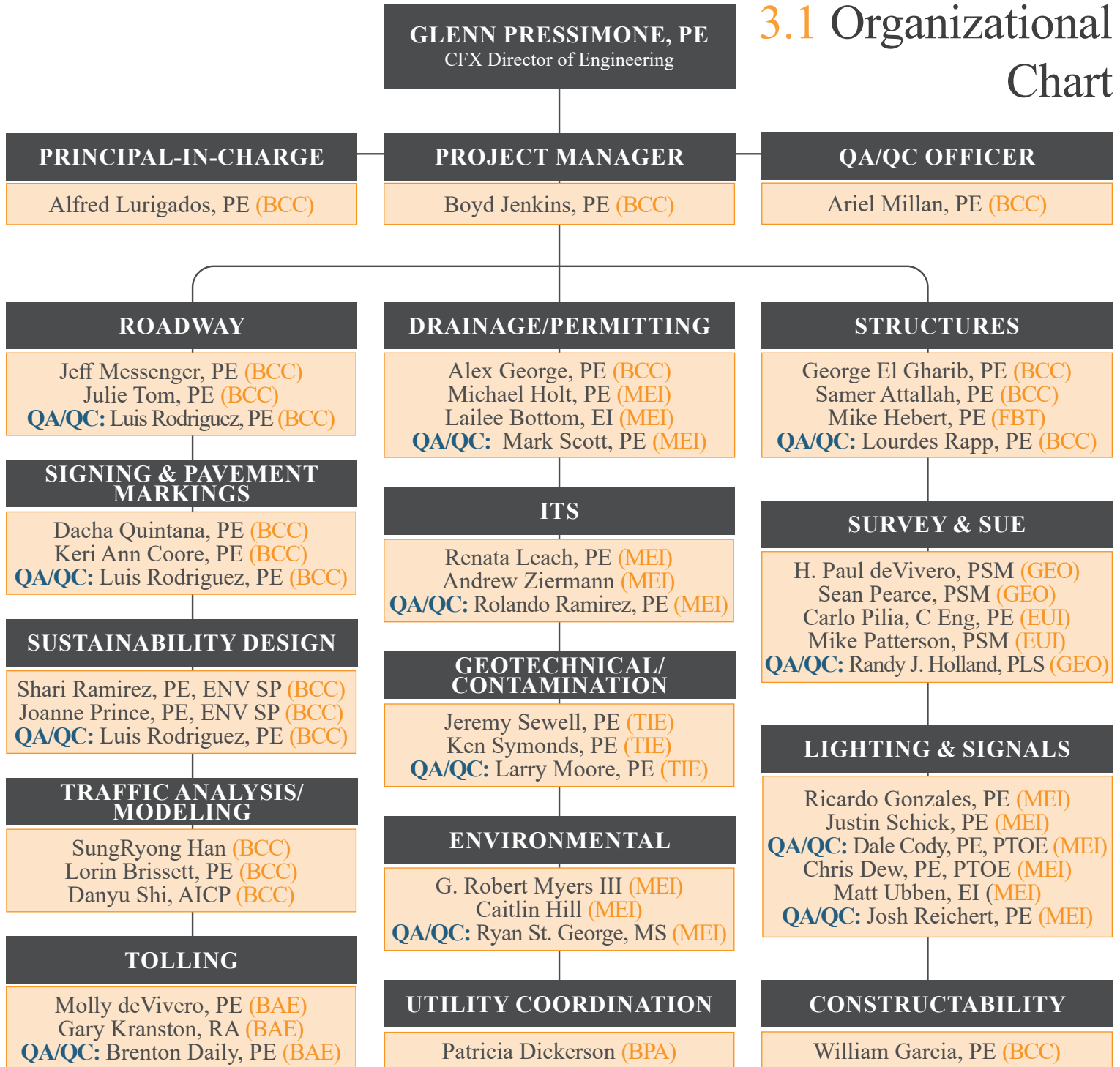


EXHIBIT D

PROJECT ORGANIZATIONAL CHART

3.1 Organizational Chart



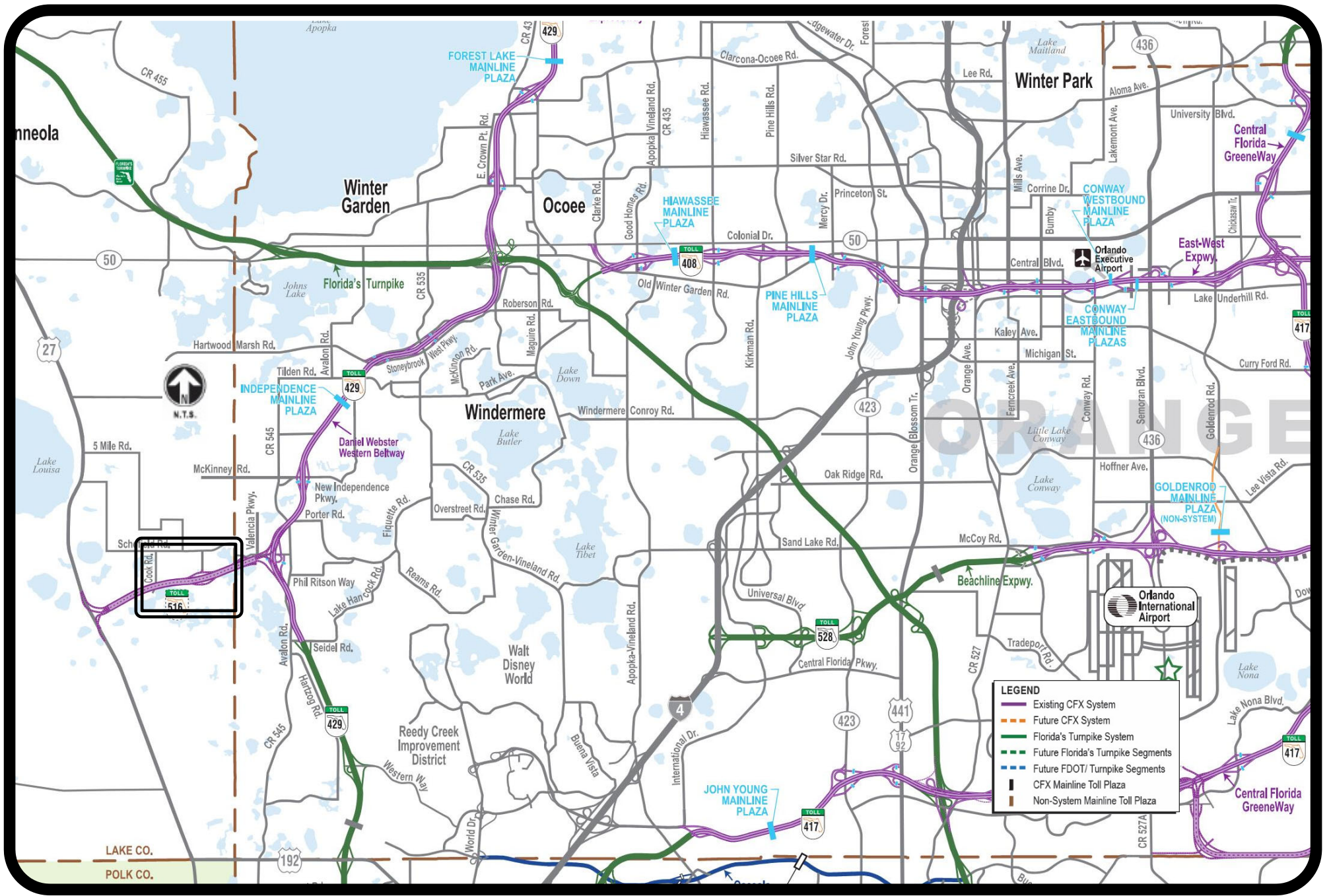
TEAM

- BCC** BCC Engineering, LLC.
- MEI** Metric Engineering, Inc.*
- FBT** Florida Bridge and Transportation, Inc.
- GEO** Geodata Consultants, Inc.*
- EUI** ECHO UES, Inc.*
- TIE** Tierra, Inc.*
- BAE** Bentley Architects + Engineers, Inc.*
- BPA** Brindley Pieters & Associates, Inc.

* FIRM'S SCOPE WILL HELP EXCEED THE D/M/WBE PARTICIPATION OBJECTIVE

EXHIBIT E

PROJECT LOCATION MAP

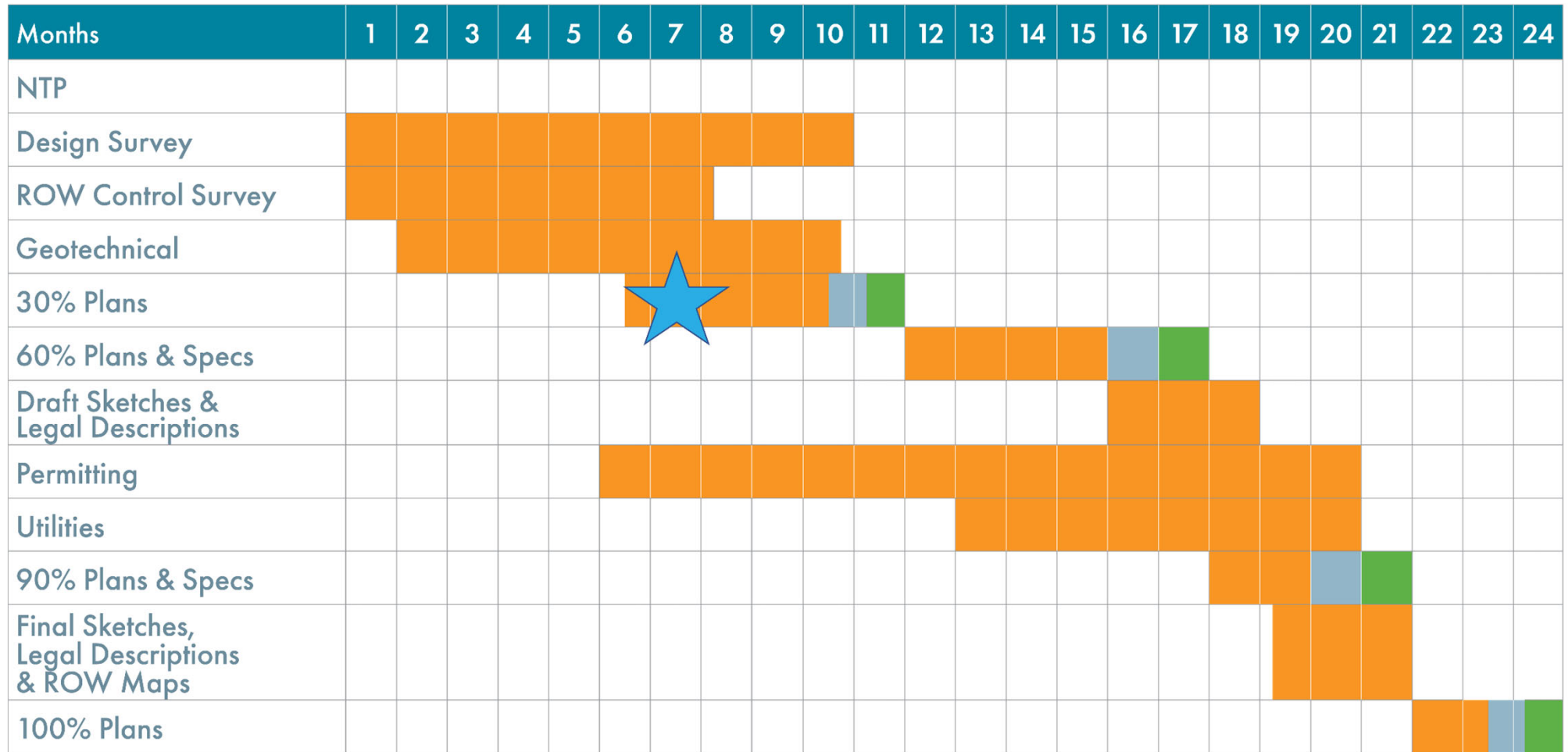


Project Location Map for
 SR 516 From West of Cook Road to the Orange/Lake County Line (516-237)

EXHIBIT F

SCHEDULE

SCHEDULE



**CONSENT AGENDA ITEM
#9**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

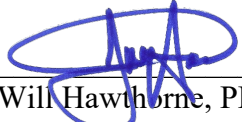
SUBJECT: Approval of Supplemental Agreement No. 5 with RS&H, Inc. for SR 417
Widening from John Young Parkway to Landstar Boulevard
Project No. 417-142, Contract No. 001313

Board approval of Supplemental Agreement No. 5 with RS&H, Inc. in a not-to-exceed amount of \$1,307,509.88 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 construction plans and bid documents.

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	\$ 92,161.96
Supplemental Agreement No. 5	<u>\$1,307,509.88</u>
Total	\$9,435,807.15

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

Reviewed by: 

Will Hawthorne, PE
Director of Engineering



Glenn Pressimone, PE

SUPPLEMENTAL AGREEMENT NO. 5
TO
AGREEMENT FOR PROFESSIONAL SERVICES
POST DESIGN SERVICES (FOR 417-142)

SR 417 Widening from John Young Parkway to Landstar Boulevard

THIS SUPPLEMENTAL AGREEMENT NO. 5 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 RS&H, INC., a Florida corporation, hereinafter called the “CONSULTANT.”

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated June 29, 2019, as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 28, 2019, that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 29, 2020, and that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated September 22, 2020 and that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October 26, 2020 (collectively, the “Agreement”); and

WHEREAS, Section 4.26 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 417-142, 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 September 21, 2020, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.26 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 \$1,307,509.88.

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

RS&H, 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 ^{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 #5

Comments:

I have reviewed the Post Design fee sheet and scope of services for Supplemental Agreement #5 (SA #5) submitted by RS&H, Inc. initially via email on July 7, 2020, and finalized on September 21, 2020. SA #5 is for Post Design Professional Services associated with the construction plans and bid documents for this widening project.

Supplemental Agreement #5 request is attached and costs are detailed below:

\$ 884,855.42	RS&H as Prime
<u>\$ 422,654.46</u>	<u>Total Subconsultant Fees</u>
\$ 1,307,509.88	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$1,307,509.88.

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 21, 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. 5 – Post Design Services
Orange County, Florida
CFX Project No. 417-142

Dear Mr. Hawthorne:

RS&H is pleased to submit this fee proposal for Post Design Services for the CFX 417-142 project. This proposal assumes a certain level of involvement by RS&H and its subconsultants to support the construction of this project by responding to requests for information, review of shop drawings, preparation of plans revisions as a result of construction related issues and general coordination during construction.

RS&H is pleased to continue our working relationship with CFX and look forward to this project advancing to construction. Please feel free to contact me directly at 407-893-5851 if you have any questions regarding this information.

Very truly yours,

RS&H, INC.

A handwritten signature in blue ink that reads "Renato J. Gonzalez". The signature is written in a cursive style.

Renato J. Gonzalez, PE
Project Manager

Exhibit "A"

Exhibit "A"

Project 417-142

S.R. 417 Widening from John Young Pkwy to Landstar Blvd

Post-Design Scope of Services

4.26 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is hereby 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 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 the assigned Authority Resident Construction Engineer 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 assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

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 make the place of formal construction inspection by CFX's Construction Manager and their inspection team. 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 and their Construction Manager within five business days of the trip.

F. Shop Drawing Reviews

Exhibit "A"

The Consultant shall review and approve shop drawings from the Contractor for roadway, utilities, structural, lighting, FON, signing 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 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

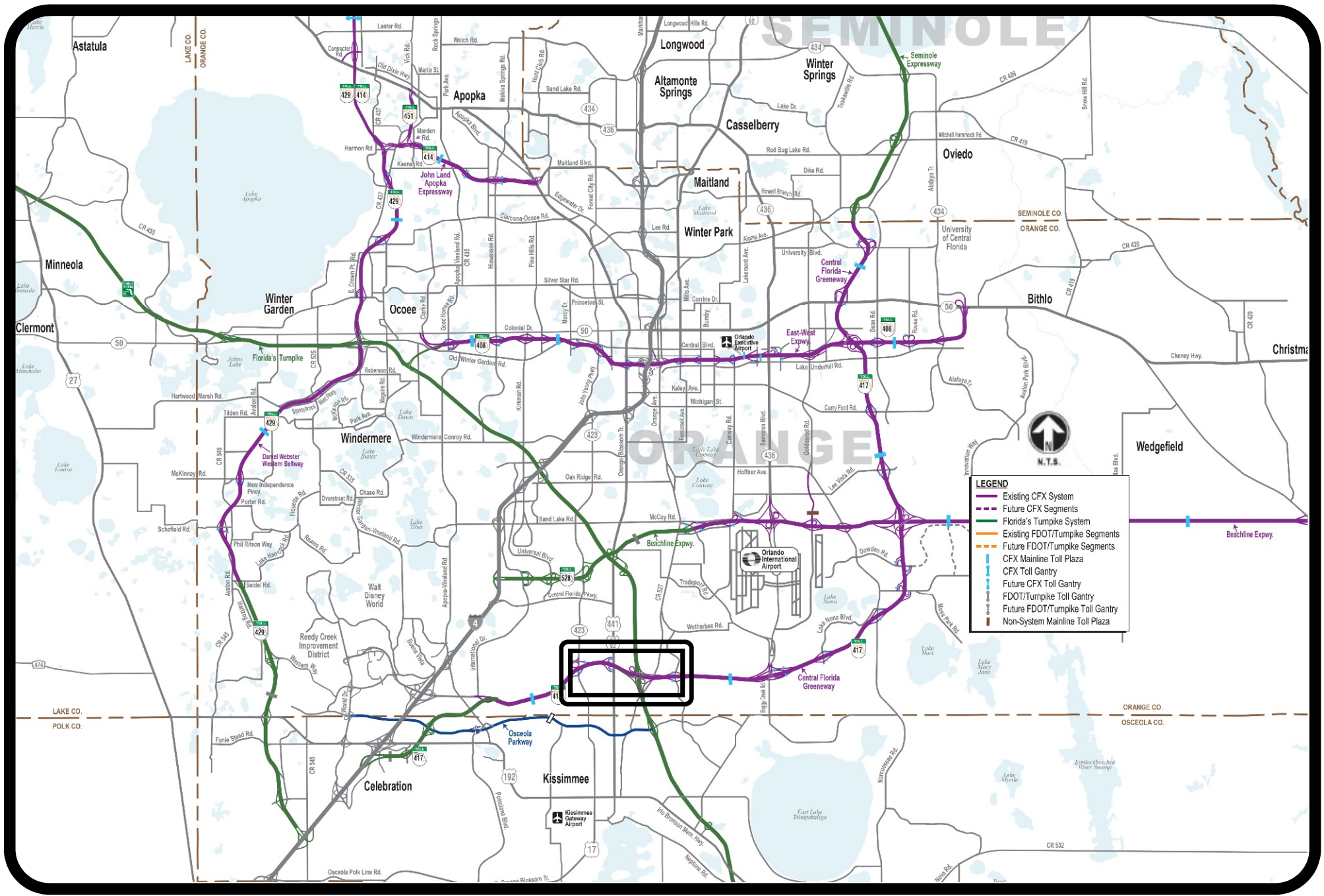
The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

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

Based on information provided by the Contractor, the Contractor's surveyor and CFX's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.



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

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 27th day of October, 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 Digitally signed by Aneth Williams
Date: 2020.10.27 16:00:08 -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: 2020.10.27 15:48:14 -04'00'
Print Name: Edward J. Gonzalez PE
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: 2020.10.27 15:48:14 -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 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)



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>	<u>Total Subconsultant Fees</u>
\$	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



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.



Renato J. Gonzalez, PE
Project Manager



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:



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.

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)

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-%20sa3.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)



MEMORANDUM

Date: April 27, 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 #2

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #2 (SA #2) submitted by RS&H, Inc. initially via email on January 29, 2020 and finalized on April 27, 2020. SA #2 is for additional professional services to prepare construction plans and bid documents for modified PTSU structures, ITS, median lighting and an additional 4,300 linear feet of soundwall.

Supplemental Agreement #2 request is attached and costs are detailed below:

\$ 169,282.58	RS&H as Prime
\$ 319,205.04	Total Subconsultant Fees
\$ 488,487.62	Total Requested Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this Supplemental Agreement in the amount of \$488,487.62.

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

CC:

Keith Jackson, PE Dewberry
File



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

April 27, 2020

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

RE: **SR 417 Widening from JYP to Landstar Blvd.
Supplemental Agreement No. 2 – Addition of PTSU Signage, TTCP, Noise Walls
and Median Lighting**
Orange County, Florida
CFX Project No. 417-142

Dear Mr. Hawthorne:

Enclosed please find the RS&H Team supplemental fee proposal request for the subject project. The total fee is \$488,487.62 and includes amounts for subconsultants EAC Consulting, Inc., DRMP, Inc., Base Consultants, P.A., Nadic Engineering Services, Inc., and Traffic Engineering Data Solutions, Inc. The total fee includes a \$320,000 reduction of budget from Geotechnical and Environmental Consultants, Inc. as not all the original contract scope and fee were needed.

The work associated with this SA includes design of Part Time Shoulder Use (PTSU) overhead static and dynamic signage including sign structure gantries, revision of the lighting plans to move mainline light poles to the median, additional traffic control plans for added construction phases and detours, geotechnical engineering associated with more sign structures and noise walls, and updating the roadway plans, drainage plans and cross sections to account for the added PTSU gantries and the site grading associated with the addition of barrier mounted as well as post mounted noise walls. A more detailed list of tasks is included in each of the firms' staff-hour estimates included with this transmittal.

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

Very truly yours,

RS&H, INC.

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

Renato J. Gonzalez, PE
Project Manager



**Geotechnical
and
Environmental
Consultants, Inc.**

At the very foundation of our community

April 28, 2020

RS&H
301 East Pine Street
Suite 350
Orlando, Florida 32801

Attention: Mr. Renato J. Gonzalez, P.E.

Subject: Geotechnical Fee Reassignment
SR 417 from John Young Parkway to Landstar Boulevard
Orlando, Florida
CFX Project No. 417-142
GEC Project No. 4160G

Dear Mr. Gonzalez:

Geotechnical and Environmental Consultants, Inc. (GEC) total contract fee for this project is \$924,003.89. To date GEC has expended approximately \$456,000. It is anticipated that approximately \$148,000 will be required for GEC to complete the remaining project tasks. Based on this evaluation, \$320,000 of the geotechnical fee is available for reassignment as deemed necessary.

GEC appreciates the opportunity to be of service to RS&H and Central Florida Expressway (CFX) on this project. If you should have any questions concerning the letter, please contact us.

Sincerely,
Geotechnical and Environmental Consultants, Inc.

Gary L. Kuhns, P.E.
President

EXHIBIT “A”

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

SCOPE OF SERVICES

FOR

CFX PROJECT #417-142

Supplemental Agreement #02

Part Time Shoulder Use (PTSU)

Median Lighting

Noise Walls

Geotechnical Investigations

Maintenance of Traffic

Orange County, Florida

**Scope of Services
Supplemental Agreement No. 2**

**CFX Project No. 417-142
SR 417 Widening from John Young Parkway to Landstar Blvd
PTSU Implementation, Noise Walls, Median Lighting and Traffic Control Plans**

Purpose

The purpose of this Supplemental Agreement is to modify the signing and pavement marking plans, Fiber Optic Network (FON), Temporary Traffic Control Plans, Noise walls and Lighting plans. This Supplemental also addresses the additional geotechnical investigation efforts associated with foundations for PTSU gantries as well as added noise walls. These changes will be implemented in the plans that are currently at the post 90% Plans stage.

Scope of Work

The following addresses the effort associated with lighting, signing and pavement marking, fiber optic network, and roadway and drainage plan modifications to address these additional scope items respectively.

Roadway Lighting

The following summarizes the modifications to lighting design and plans to address the changes:

- Lighting analysis to determine the required spacing for median barrier wall mounted lighting for the ultimate cross section.
- Lighting analysis for the interim widening design using the spacing required for the ultimate lighting and determination of supplemental lighting needs along auxiliary lanes, at ramp terminals, on bridges, etc. for the interim design.
- Modifications to analysis and plans to address all signing changes
- Modification of the plans to provide median mounted fixtures.
 - Will require coordination of lighting with sign supports in the median
 - Will require recalculation of voltage drops
 - Will require update of Pole Data tables and Legend
 - Will require updates to pay item numbers and notes
 - Will require updates to the lighting photometric calculations
 - Will require updates to the lighting plans
- Arc flash analysis will be included in the calculations for each load center.

Signing and Pavement Marking Plans

The following summarizes the modifications to signing design and plans to address the changes:

- Design of PTSU signing based on the most current Conceptual Signing Plan (CSP) provided by CFX.
- Plan modifications include:
 - Updating plan views to reflect PTSU signing

- Additional cross sections
- Additional guide sign details
- Additional structural design associated with added PTSU gantries
- Additional geotechnical investigations associated with the added sign structure foundations and noise walls.

Fiber Optic Network (FON)

Modify the FON plans to include PTSU gantries and control of the dynamic message signs and lane control signs mounted to the PTSU gantries, and to provide power and communication for a new three-line DMS. To accommodate the PTSU gantries, the following work shall be added to the original scope of services:

- Develop installation details, wiring diagrams, and cabinet details for PTSU lane control gantries of three types.
- Design PTSU sign confirmation CCTV cameras. All electronic signs mounted to PTSU gantries must be visible by a CCTV camera.
- Design new local hub cabinets near PTSU lane control gantries and the new DMS structure for housing of the electronic sign control equipment. These local hubs will be 334 ground mounted cabinets.
- Design communication and power connections for the 14 PTSU lane control gantries within the project limits and the new DMS structure.
- Modify the electrical system design to support the new PTSU infrastructure and DMS.
- Modify the communication system design to support the new PTSU infrastructure and DMS.
- Determine the load requirements of each new PTSU lane control gantry and size the UPS for all new local hub cabinets.
- Evaluate ITS device placement and spacing project-wide given the additional overhead sign structures and local hub cabinets being installed as part of the PTSU modifications.
- Prepare arc-flash hazard assessment for new and modified FON power services.

Roadway and Drainage Plans

The following summarizes the modifications to roadway/drainage design and plans to address the changes described above:

- Adjustments to the current designs to account for additional foundations and uprights for the PTSU signing. Roadway plans call outs for median barrier transitions and adjustment of cross sections in order to accommodate the added sign structures.
- Adjustments to the current designs to account for additional noise walls.

Temporary Traffic Control Plans

The following summarizes the modifications to the temporary traffic control plans to address the changes described above and below:

Provide additional SR 417 mainline analysis associated with added phases in order to construct pile supported approach slabs and added shoulder mounted noise walls.

Ramp L – provide additional analysis and design for wall construction.

Ramp F1 – provide additional analysis and design for shoulder wall construction.

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SUPPLEMENTAL AGREEMENT NO. 1

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

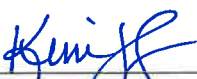
between the provisions of this Supplemental Agreement and of the said Consultant Agreement, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

SR 417 Widening from John Young Parkway to Boggy Creek Road
Central Florida Expressway Authority
Project 417-142
Contract 001313
Scope of Services Supplemental Agreement #1

The following items were added to the original scope to operationally improve the section of SR 417 between the Florida's Turnpike northbound on-ramp and the Landstar Boulevard exit:

- A new (relocated) northbound SR 417 single lane off-ramp to Landstar Boulevard. The approximately 1-mile ramp will take off immediately north of the SR 417 bridge over Florida's Turnpike.
- The ramp will require 2 new bridges; a 6-span third level bridge structure that will flyover the Turnpike on-ramp and Orange Avenue and a single span bridge structure that will descend over the FDOT railroad and tie into part of the relocated Landstar exit.
- The design will include all associated roadway, drainage, utilities, signing, lighting, ITS, survey, noisewalls, MSE walls and geotechnical services.

A breakdown of the individual tasks are included within the manhour spreadsheets.

The additional services will be completed within 12 months (July 22, 2020) with bid plan delivery set for May 1, 2020.

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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Central Florida Expressway Authority Agreement for Design Professional Services of
SR 417 Widening from John Young Parkway to Landstar Boulevard

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Central Florida Expressway Authority Agreement for Design Professional Services of
SR 417 Widening from John Young Parkway to Landstar Boulevard

THIS AGREEMENT, made and entered into this 29th day of June, 2018, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and RS&H, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 301 East Pine Street, Suite 350, Orlando, FL. 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 417 Widening from John Young Parkway to Landstar Boulevard identified as Project No. 417-142 and Contract No. 001313.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

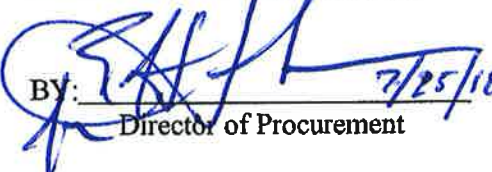
BY: 
Authorized Signature

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.

**CONSENT AGENDA ITEM
#10**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

SUBJECT: Approval of Supplemental Agreement No. 1 with Protiviti, Inc.
for Internal Auditor Services
Contract No. 001391

Board approval of Supplemental Agreement No.1 with Protiviti, Inc. in a not-to-exceed amount of \$250,000.00 is requested. The original contract was for three years with two one-year renewals.

The services to be provided include project management and advisory services to select and design a new Enterprise Resource Planning system.

Original Contract	\$1,692,000.00
Supplemental Agreement No. 1	<u>\$ 250,000.00</u>
Total	\$1,942,000.00

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

Reviewed by: *Lisa Lumbar*
Lisa Lumbar
CFO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Internal Auditor Services
Contract No. 001391
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 is entered into this 12th day of November 2020 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and PROTIVITI, INC., (the “Auditor”), the same being supplementary to the Contract between the aforesaid, dated March 9, 2017, with a Notice to Proceed date of July 1, 2018, to perform internal auditor services and related tasks as may be assigned to the Auditor by CFX.

1. CFX desires to expand the scope of services to add project management and advisory services to select and design a new Enterprise Resource Planning (ERP) system. The support and advisory services will be performed in two phases, as outlined in the attached scope of service.
2. The Auditor hereby agrees to the expanded scope of services and to the additional Contract amount of \$250,000 which brings the total Contract not to exceed amount to \$1,942,000 with no increase in the term of the contract.
3. CFX and the Auditor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Auditor’s waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Internal Auditor Services

Contract No. 001391

Cost of additional services: \$250,000

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PROTIVITI, INC.

By: _____

Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on
this ___ day of _____, 2020 for its
exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez,
General Counsel

SCOPE OF SERVICE

Phase 1 – ERP Vendor Selection Support

Objective: Selection of future-state technology solution and implementation partner to transform and modernize in-scope CFX financial, procurement, and human resources business processes.

Scope:

- Perform research based on defined business requirements from the ERP Requirements Support project and business objectives of the new ERP system to identify vendor candidates and contacts
- Creation of the Request for Proposal (RFP) package including functional and technical business requirements, scoring process and methodology, and vendor demonstration scenarios
- Coordinate with CFX management and Procurement to finalize and publicize RFP package
- Evaluate vendor responses and facilitate workshop with CFX evaluation team to shortlist vendors for demonstration sessions
- Coordinate scheduling of vendor demonstration sessions with selected vendors
- Attend vendor demonstration sessions and facilitate scoring workshop with CFX evaluation team
- Support final vendor selection and provide input and recommendations for contracting and licensing

Deliverables:

- Software vendor candidates and contacts based on research performed
- RFP package including functional and technical business requirements, scoring process and methodology, and vendor demonstration scenarios
- Written recommendations based on review of vendor responses to RFP
- Evaluation workshop for vendor responses including summary, scores, and shortlisted vendor selection
- Shortlisted vendor candidate notification and scheduling of vendor demonstrations
- Post-demonstration workshop summary and scores to support final vendor selection, including implementation partner
- Input and recommendations for contracting and licensing with selected vendor and implementation partner

Estimated Level of Effort – 500 hours - \$90,000

Phase 2 – ERP Design Support and Project Management

Objective: Support overall project management of the ERP design phase to update business processes based on the future-state technology selected in Phase 1, in

addition to establishing project governance, weekly status updates, supporting organizational change management, leading and reporting on implementation risk management, documenting conceptual future state business processes, internal controls, change impact, and recommendations, and project planning for elements of the implementation phase.

Scope:

- Estimated three-month design effort
- Support and participate in the coordination of ERP design activities with system implementer
- Work with the system implementer to update / augment the project plan as necessary so that it is comprehensive (i.e., represents both functional and technical tasks and resources)
- Establishment of project governance and change management framework to facilitate stakeholder engagement
- Design and identification of key financial controls enabled by future state solution
- Assist with the development of conceptual future state business applications landscape and business processes including integrations across systems
- Assist with the development of future state conceptual process design, including control mapping where applicable and identification of potential gaps
- Review and validate the data migration strategy and plan

Deliverables:

- Updated project plan (in conjunction with the system implementer)
- Weekly project updates including project risks and mitigation, upcoming activities, discussion points, overall project status
- ERP Implementation Change Management Framework
- Conceptual design of future state processes and control points
- Business requirements support documentation (where applicable)
- Future state business applications landscape including integration points to other systems
- Data conversion and migration recommendations (if applicable)

Estimated Level of Effort – 960 hours - \$160,000

2. Estimated levels of effort above are based on the following assumptions:

- In-scope business processes:
 - General Ledger and Financial Close
 - Budgeting and Forecasting
 - Accounts Receivable
 - Accounts Payable
 - Expense Reports

- Fixed Assets
- Cash Management
- Project Accounting
- Purchasing / Procurement
- Contract / Vendor Management
- Human Resources
- Timekeeping
- Payroll
- No more than 3 vendors will be included in the vendor demonstration sessions in Phase 1 – ERP Vendor Selection Support.
- Up to 15 one-hour design and discovery sessions will be conducted to walk through and confirm design as part of Phase 2 – ERP Design Support.
- Protiviti’s primary responsibility will be to assist CFX with select implementation tasks that typically are the Client’s responsibilities during a system implementation.
- The detailed project plan(s) for system integration / technical activities will be developed and maintained by the systems integrator
- Protiviti will assist in reviewing requirements, design documentation, and providing guidance on the overall solution architecture. Detailed technical design documents and / or specifications required to configure the ERP system will be developed by the systems integrator.
- Project status meetings will be held on a periodic and recurring basis (i.e., weekly or more often if needed)
- Many aspects of delivery can be performed remotely; however, Protiviti will work with CFX to define a mutually acceptable on-site plan for the project

3. CFX Responsibilities:

- Key users, including management, will be available on a timely basis to participate in completion of key tasks and resolve any issues encountered
- CFX resources will be available at the levels agreed upon in the project plan to enable timely project completion
- Client resources will assist in various activities of the project including design validation. Level of effort from Client resources will be detailed in the project plan and mutually agreed upon in establishing project timelines and milestones
- The project budget is dependent on CFX’s active and timely participation in work sessions and follow up meetings
- Both Protiviti and CFX resources will be responsible for providing supplemental subject matter expertise during the project, as needed
- CFX will leverage Protiviti process recommendations and leading practices to conform current business processes during Phase 2 and especially where a business process does not currently exist
- Protiviti project management support is included throughout the duration of the project

- CFX will retain primary responsibility for management decisions concerning the project
- CFX will maintain senior management sponsorship for the project
- CFX will provide timely access to appropriate personnel and information as requested
- CFX will provide ongoing direction regarding scope and objectives
- CFX will provide timely review and approval of Protiviti deliverables, recommendations, and decision points
- CFX will be responsible for negotiations with the selected technology and implementation partners for licensing and implementation fees

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
PROTIVITI, INC.**

INTERNAL AUDITOR SERVICES

CONTRACT NO. 001391

**CONTRACT DATE: JUNE 29, 2018
CONTRACT AMOUNT: \$1,692,000.00**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, PRICE PROPOSAL, AND
FORM**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, PRICE PROPOSAL, AND FORM**

INTERNAL AUDITOR SERVICES

CONTRACT NO. 001391

JUNE 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT
Contract No. 001391

This Contract is made this 29th day of June 2018, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and PROTIVITI, INC., a Florida corporation, registered and authorized to do business in the State of Florida, whose principal address is 301 East Pine Street, Suite 225, Orlando, Florida 32801, 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 System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of an AUDITOR to perform internal auditor services and related tasks as may be assigned to the AUDITOR by CFX; and

WHEREAS, on or about February 25, 2018, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and

WHEREAS, AUDITOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and

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

1. SERVICES TO BE PROVIDED

The 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 Scope of Services attached as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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.

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years days from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by 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 term of the Contract.)

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days' notice for convenience or 15 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 costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for 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) materially fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised in accordance with the Scope of Services, or for any other cause whatsoever, fails to carry on the work in an acceptable manner in accordance with the Scope of Services, CFX will give notice in writing to the AUDITOR of such delay, neglect or default and provide AUDITOR with a reasonable opportunity to cure. 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 the notice of default) 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 materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the AUDITOR's default (including the costs of completing Contract performance) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the 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 immediately cancel or immediately terminate this Contract in the event the AUDITOR or any employee, servant, or agent of the AUDITOR 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 AUDITOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the 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 CFX agrees to pay AUDITOR for services performed in accordance with the Method of Compensation attached hereto as Exhibit "B" and incorporated by reference as though set forth fully herein.

3.2 The not-to-exceed Contract Amount for the Initial Contract Term is \$1,692,000.00.00.

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 AUDITOR's performance of the Contract determined necessary or desirable by CFX for any purpose.

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) of the AUDITOR or any subcontractor. By submitting a response to the Request for Proposal, AUDITOR and any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents 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 the AUDITOR for failure to comply with this section shall also preclude the 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 the AUDITOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The AUDITOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the AUDITOR and any or all subcontractors to support the compensation paid the AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the 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, the AUDITOR agrees that such amounts are due to CFX upon demand. Final payment to the 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 by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

IF 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 the section on "Press Releases," 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 that 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 Contract 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 and AUDITOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by AUDITOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the AUDITOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

No Contingent Fees. 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. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

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.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, AUDITOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D."**

In the performance of the Contract, 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 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.

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, AUDITOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. Upon thirty (30) days advance written request of CFX, AUDITOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. AUDITOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in AUDITOR's invoices and shall be in a form reasonably acceptable to CFX.

8. AUDITOR 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 AUDITOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the AUDITOR's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the AUDITOR 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.

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;

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

8.6 Information Security/Cyber Liability Insurance: If a data breach is possible, the AUDITOR shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Claim – \$1,000,000
- Network Security / Privacy Liability –\$1,000,000
- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate
- Technology Products E&O – \$1,000,000 (**Only applicable for Vendors supplying technology related services and or products**)
- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier and its employees for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 Commercial Crime Insurance: If the scope of the contract includes involvement with monies and monetary instruments, the AUDITOR shall maintain commercial

crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per occurrence and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the AUDITOR shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars (\$10,000,000.00) per claim and a minimum of Ten Million Dollars (\$10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. AUDITOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the AUDITOR 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 AUDITOR to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit 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.

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 AUDITOR's obligation to maintain such insurance.

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

If 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. Alternately, CFX may declare AUDITOR in default for cause.

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) all professional laws, rules, regulations, and requirements; and
- (iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

10. HOLD HARMLESS AND INDEMNIFICATION OF CFX

The AUDITOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CFX, and their officers, agents, and employees, from third party suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property and alleged to be caused by the negligence or wrongful omission, in whole or in part, by AUDITOR, its agents, employees, partners, or subcontractors, provided, however, that the AUDITOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CFX.

Further, the AUDITOR shall fully indemnify, defend, and hold harmless CFX from any suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a misuse or modification of AUDITOR 's products or an operation or use of AUDITOR 's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the AUDITOR's opinion is likely to become the subject of such a suit, the AUDITOR may at its sole expense procure for CFX the right to continue using the product or to modify it to become non-infringing or procure or license alternate product(s) that are non-infringing. If the AUDITOR is not reasonably able to modify or otherwise secure the AUDITOR the right to continue using the product, the AUDITOR shall remove the product and refund CFX the amounts paid in excess of a reasonable rental for past use. CFX shall not be liable for any royalties.

The AUDITOR 's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CFX giving the AUDITOR (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at AUDITOR 's sole expense. The AUDITOR shall not be liable for any cost, expense, or compromise insured or made by CFX in any legal action without the AUDITOR's prior written consent, which shall not be unreasonably withheld.

For all claims against the AUDITOR under this Contract, and regardless of the basis on which the claim is made, the AUDITOR's liability under this Contract as amended for direct damages shall be limited to the greater of \$100,000, the dollar amount of this Contract as amended, or two times the charges rendered by the AUDITOR under this Contract as amended.

Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. CFX may, in addition to other remedies available to them at law or equity and upon notice to the AUDITOR, retain such monies from amounts due AUDITOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. CFX may set off any liability or other obligation of the AUDITOR or its affiliates to CFX against any payments due the AUDITOR under any contract with CFX.

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

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the 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. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the AUDITOR is the level of expertise, knowledge and experience possessed by employees of AUDITOR, particularly the individuals listed below, hereinafter "Key Personnel."

Name and Title of Key Personnel

Phil Fretwell, Quality Control Managing Director

Jeff Tecau, Engagement Managing Director

David Taylor, IT Managing Director

Teresa Mallery, Engagement Associate Director

Chris Porter, IT Senior Manager

Emily Picard, Engagement Manager

and AUDITOR'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, AUDITOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the RFP and Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, AUDITOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

AUDITOR 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 AUDITOR, are listed above and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the first date of the initial term of this Contract, AUDITOR 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 AUDITOR hereunder. AUDITOR 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, AUDITOR 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 AUDITOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

15. NOTIFICATION OF CONVICTION OF CRIMES

To the extent AUDITOR has actual knowledge and as permitted by applicable law, AUDITOR shall notify CFX if any of AUDITOR'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 AUDITOR confirms the conviction, regardless of whether such conviction is appealed.

16. 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.

17. SUBLETTING AND ASSIGNMENT

CFX has selected AUDITOR to perform the Services based upon characteristics and qualifications of AUDITOR and its employees and the subcontractors listed below.

List of Subcontractors

None

Therefore, AUDITOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the 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 the 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), the AUDITOR shall first submit a request to CFXs Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the AUDITOR until it has been approved by CFX Board. In the event of a designated emergency, the 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.

18. DISPUTES

All services shall be performed by the AUDITOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. OTHER SEVERABILITY

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

20. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

21. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

AUDITOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.”

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

22. APPLICABLE LAW; VENUE

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

In consideration of the foregoing premises, CFX agrees to pay AUDITOR for work properly 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.

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 AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

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

25.4 Obligations upon expiration or termination of the Contract; and

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 Immediately upon expiration or termination of this Contract 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

26.2 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.

27. 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 and

subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

28. ASSIGNMENT

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

29. E-VERIFY

AUDITOR 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 AUDITOR during the term of the contract. AUDITOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

30. APPROPRIATION OF FUNDS

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

31. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief Financial Officer

AUDITOR: Protiviti, Inc.
301 East Pine Street, Suite 225
Orlando, Florida 32801
Attn: Phil Fretwell

Protiviti, Inc.
301 East Pine Street, Suite 225
Orlando, Florida 32801
Attn: Jeff Tecau

33. INTELLECTUAL PROPERTY

Subject to the terms of this Agreement and CFX's fulfillment of all payment obligations hereunder, AUDITOR agrees that CFX shall own the copyright in the deliverables, excluding any AUDITOR Proprietary Materials (as defined below) and any third-party software that is incorporated into the deliverables. CFX acknowledges that as part of performing Services, AUDITOR may utilize proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) which have been originated or developed by AUDITOR, or which have been purchased by, or licensed to, AUDITOR (collectively, "AUDITOR Proprietary Materials"). CFX agrees that AUDITOR retains all right, title, and interest in the AUDITOR Proprietary Materials. Subject to the terms of this Agreement and CFX's fulfillment of all payment obligations hereunder, AUDITOR grants and CFX accepts a nonexclusive, nontransferable license to use the AUDITOR Proprietary Materials solely to the extent necessary to make use of the deliverables as contemplated by the applicable Statement of Work.

Deliverables are for the use and benefit of CFX only and not for any other party (each a "**Third Party**"). If CFX desires to disclose deliverables, or make reference to AUDITOR, to any Third Party (other than CFX's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), except as otherwise required by the applicable public records act, CFX will obtain AUDITOR's prior written approval and, if requested by AUDITOR, obtain from such Third Party a non-disclosure agreement and release in

a form satisfactory to AUDITOR. AUDITOR accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any deliverables.

34. EXHIBITS

This Contract references the exhibits listed below.

- Exhibit "A" Scope of Services
- Exhibit "B" Method of Compensation
- Exhibit "C" Price Proposal
- Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 29, 2018.

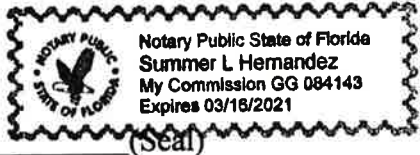
ACCEPTED AND AGREED TO BY:

PROTIVITI, INC.

By: [Signature]

DEBBIE PEGAN, MANAGING DIRECTOR
Title

ATTEST: [Signature]



DATE: 8/20/2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [Signature]
Director of Procurement

2018 AUG 23 PM 4:24

Print Name: Aneth Williams

Date: 8/29/18

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

[Signature]
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: March 19, 2018
SUBJECT: Internal Auditor Services; RFP No. 001391 – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2018, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 7 pages.

RESPONSES TO QUESTIONS RECEIVED

1. The following questions were received from potential proposers of record. CFX's response follows the questions.

Q001: With the understanding that two website are utilized to collect payments, how many additional applications are there (# external facing, # internal facing, and/or both internal and external use please)

- a. How many are developed in-house or do you have source code to modify the application?
- b. If third party software, are they PA-DSS compliant?
- c. How many of these store full cardholder data?

R: All payment channels and applications were identified on original RFP. The web tools were produced in-house. The IVR applications developed by a 3rd party. All applications passed PCI audit in 2017. Source code is available for all. PAN is not stored on any system at CFX

Q002: Do you have a specific position that is leading the PCI compliance effort or who owns PCI compliance as a whole? Or, do you have any certified Internal Security Assessors (ISAs) on staff performing any PCI assessment work or review that could be relied on by a prospective QSA in order to keep fees as low as possible?

R: We do not have an in-house QSA or ISA. We have an individual who will act as main contact point during the course of the audit however it is expected the auditors will need to meet with other key staff throughout the audit.

Q003: Are all systems centrally managed under the same enterprise information technology department?

R: Yes

Q004: Are all systems governed under a global Information Security Policy?

R: Yes

Q005: Are you fully reliant on third-party service providers for managing any aspects of compliance? (i.e. fully hosted web-site, managed service provider managing hardware, call center, etc.). If so, are any third parties connected to your network? If so, can you please outline what those aspects are?

R: We use 3rd parties extensively at CFX. This includes contact center staff, NOC, SOC, and contractors who may be used to support software and infrastructure within cardholder environment.

Q006: Are systems that impact Cardholder Data Environment (CDE) segmented (i.e. do you have a separate credit card processing network/VLAN/segment or is your network flat?) on the network? If so can you please identify how many in scope (Contained with the CDE, connected to or could impact the security of CHD) segments exist, their purpose, and how the segmentation is being facilitated (firewall rules, ACLs, air gap, etc.)

R: CFX maintains a segmented cardholder network. Detailed network information will be provided to the awardee after contract execution

Q007: How many total databases are considered in scope (Contained with the CDE, connected to or could impact the security of CHD) for PCI? Of the total number of databases, how many are storing full primary account numbers (PAN)?

- a. Does the call center maintain call information (voice recordings) or screen captures of calls where payment card information was spoken?
- b. Are voice recordings of the calls retained? If so, in what format of files? Are the files searchable?

R: CFX maintains 1 database in-scope which does not store PAN. Voice and screen recordings are captured during customer transactions and retained. The format is proprietary to the system vendor.

Q008: What is the total number of network devices (firewalls, routers, switches, WAPs, etc.) considered in scope (Contained with the CDE, connected to or could impact the security of CHD)?

R: Scale of environment was provided in the original RFP. Device-level detail will be provided to the awardee after contract execution.

Q009: Can you indicate if there are any significant projects (e.g. infrastructure upgrades, application deployments) that have impacted the environment since your prior assessment or any that will impact the annual assessment?

R: CFX is continuously improving our environment including hardware and software upgrades that have occurred or will occur prior to next audit.

Q010: With the understanding that there are two data center locations, can you please provide the number of location(s) that are fully-managed by Central Florida Expressway Authority and the number of locations(s) that are within a co-location?

R: Both data centers are owned and managed by CFX. 3rd party contractors and vendors may be used to provide specific services within these environments.

Q011: Does Central Florida Expressway Authority utilize any technology (tokenization, point-to-point encryption, etc.) that would reduce scope and limit certain requirements that are within the DSS? If so, could you please provide a brief description of those technologies?

R: CFX uses tokenization technology.

Q012: Do you have a scoping methodology that could be shared that will define the procedures conducted to determine appropriate coverage of people, processes and systems that handle cardholder data?

R: This question requires clarification. The scope of audit is dictated by PCI DSS. Environment scale data was provided in the original RFP.

Q013: Are penetration-testing services required to be included with our quote? If so, please answer the scoping questions below:

a. **Is this for internal or external or both?**

i. **External**

1. **How many active external IP addresses?**
2. **Are there any time restrictions regarding testing?**
3. **Are retesting hours to be included to obtain a passing pen test?**

ii. **Internal**

1. **How many internal IP addresses are in-scope?**
2. **Will Central Florida Expressway Authority allow a jumpbox to be placed on the internal network for remote testing or does the tester need to be onsite?**
3. **Are there any time restrictions regarding testing?**
4. **Are retesting hours to be included to obtain a passing pen test?**
5. **Is segmentation validation to be included? If so, how many different network segments need to be validated? Does any host-based segmentation exist and need to be validated as well?**

R: CFX uses 3rd party penetration testing services and are not required to be provided within the scope of proposals

Q014: Within the service center, contact center and reload lanes, are these locations accepting payments in-person? Are any credit card payments accepted without an employee facilitating the payment (excluding the IVR and websites)?

R: The service centers and reload lanes accept in-person payments and are facilitated by employees or contractors.

Q015: When it is stated “The Auditor shall perform annually a high-level Payment Card Industry (PCI) Compliance Audit, in accordance with Data Security Standard (DSS) Requirements and Security Assessments Procedures, version 3.2, for Merchant Level 2 Assessment Level 1,” can you please confirm that Central Florida Expressway Authority is a Level 2 Merchant requiring a Report on Compliance?

R: CFX is a Level 2 merchant and requires a ROC to be produced by the awardee

Q016: Are there any additional IT Audit services that are anticipated to be performed as part of this agreement, that proposers should include descriptions of to support the firm qualification process?

R: No

Q017: Can you provide background on the information technology environment outside of what was summarized for the PCI engagement, such as critical applications, key technology solutions, etc.?

R: Detailed information will be provided to the awardee after contract execution

Q018: Can you summarize any planned IT projects in 2018 or 2019 that could influence the audit plan?

R: CFX is continuously improving our environment including hardware and software upgrades that have occurred or will occur prior to next audit.

Q019: Is the IVR system managed by Central Florida Expressway Authority? If so, is the IVR system developed (ability to modify source code) by Central Florida Expressway Authority? Does this system sit within Central Florida Expressway Authority’s environment or the cloud?

R: The IVR is owned by CFX and located within our Data Centers. The payment application was produced and is maintained by a 3rd party.

Q020: Who is the acquiring bank that CFX uses?

R: Bank of America Merchant Services

Q021: Who is the payment processor that CFX uses?

R: First Data

Q022: For the payment channels, could the following be provided:

- a. **Does the web site process/transmit/store credit cards? Or is it redirected to a 3rd party payment processor (e.g., full carve out or i-frame)?**
 - i. **Is the web site hosted entirely by a 3rd party? or**
 - ii. **Is the web site have shared responsibilities by other systems? Or**
 - iii. **Fully managed by internal staff?**
- b. **For mail and fax submissions, does CFX utilize a clean room for processing?**
- c. **Are there any virtual terminals in place?**
- d. **Is there any mobile applications used?**
- e. **Does CFX utilize tokenization or point-to-point-encryption (P2PE) technologies?**

- R: a. The web site transmits but does not store credit cards. It does not use an iframe to processor site. This architecture may change prior to the next audit.
- i. Site is hosted by CFX
 - ii. Sub-question ii is not understood. Suggest proposers browse the web site to better understand the scope of services provided through that customer channel.
 - iii. Site is managed by CFX staff and/or contractors.
- b. Mail and fax is processed in a controlled and monitored area
- c. CFX does not presently use VDI for contact center staff but may choose to add this feature prior to next audit. RDP is used by IT staff.
- d. A mobile application is in development but not released. We do not have a fixed release date set.
- e. CFX uses tokenization

Q023: Does CFX store credit cards in database platforms? If so, what type of DB (Oracle, MS SQL, DB2)?

R: CFX does not store PAN

Q024: How many network devices are in-scope in addition to the ~20 servers?

R: Detailed information will be provided to the awardee after contract execution

Q025: How many internet, demilitarized zone (DMZ) or segmentation firewalls are in place around the cardholder data environments?

R: Detailed information will be provided to the awardee after contract execution

Q026: Could you provide the locations for the following:

- a. 2 Data Centers
- b. Contact Center CSR
- c. 8 Retail Sites

R: All locations are within the 5 county area serviced by CFX.

Q027: How many 3rd party services providers are used to store, transmit or process credit card on behalf of CFX?

R: Two (Tokenization/Processor & Acquirer)

Q028: Does CFX or another party conduct quarterly external and internal vulnerability scans?

R: Internal and external scans and penetration tests are maintained in accordance with PCI standards

Q029: Does CFX conduct an annual external penetration test. If so, will the results of the penetration test be available?

R: Internal and external scans and penetration tests are maintained in accordance with PCI standards. Results of the tests will be provided to awardee.

Q030: Are there formal, documented policies, standards and procedures for information security, privacy, data center operations, application development and other relevant topics in place? If so, approximately how many documents?

R: Yes, formal documentation is maintained. There are approximately 200 documents defining policy and procedure within the IT department however these may not all apply to PCI.

Q031: The RFP references Internal Audit Services and specifically references PCI. Are proposing firms to include overall approach and experience in internal audit in addition to the PCI specific references in tabs B and C?

R: Yes

Q032: If possible, please disclose members of the Evaluation Committee.

R: Joe Passiatore, Corey Quinn, Lisa Lumbard, Jim Greer, and Brian Battles.

Q033: Is the role of the Internal Audit Director currently being filled internally or by the firm currently contracted to provide IA services?

R: A contracted firm.

Q034: Will CFX consider modifications identified by the Proposer to the terms and conditions included in the RFP that are expected to be included in the resulting engagement agreement with the successful Proposer, which would be typical for the services contemplated, including, by way of example, the following: inclusion of language regarding protection of existing intellectual property rights; inclusion of a limitation of liability; and modification of the insurance section typical for larger firms with sophisticated risk management programs?

R: Only non-material changes will be considered.

END OF ADDENDUM NO. 1

TO: All Planholders of Record
FROM: Aneth Williams, Director of Procurement
DATE: March 21, 2018
SUBJECT: Internal Auditor Services; RFP No. 001391 – Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2018, 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 2 pages.

RESPONSES TO QUESTIONS RECEIVED

1. The following questions were received from potential proposers of record. CFX's response follows the questions.

Q001: Do you have an internal audit department and how is it structured (in house vs. outsourced)?

R: It is outsourced to a contracted firm overseen by the CFX Audit Committee.

Q002: Is the PCI compliance certification a mandatory component? If so, can an assessment be issued instead?

R: CFX requires a ROC (Report on Compliance) to be issued.

Q003: Based on the past history, can you estimate the number of hours or percentage of time that has been spent for the five general areas of the CFX operations outlined in 4.2 Audit Process in the Internal Auditor Services Scope of Work Exhibit A?

R: See Exhibit "C", Price Proposal, page C-4.

Q004: Can you please expand and clarify the process related to the to the individual task orders specifying NTE pricing (Page 28, Section 6.0 under Appendix A)? Does this mean that you will be issuing RFP for the each project?

R: Once an audit requirement is identified and discussed with the Contractor, the Contractor is asked to submit a proposal based on the contracted hourly rates and the estimated time to complete. Once an acceptable proposal is received and approved, a not to exceed task order is issued based on the contracted pricing and agreed upon hours.

Q005: How many audits, outside of the PCI certification, you expect to be completed per year?

R: The schedule for the upcoming year has not been finalized. The current fiscal year has 5 annual audits, 5 cyclical audits, and 5 as-needed audits in addition to the PCI assessment.

Q006: What are the areas of risks perceived by the organization and how is Internal Audit is covering them?

R: Please refer to the latest CFX Audit Committee Meeting agenda package found online at: <https://www.cfxway.com/wp-content/uploads/2018/02/Audit-Committee-Agenda-Package-2-21-17.pdf>

Q007: Will CFX accept experience in delivering similar assessments in place of the Qualified Security Assessor designation?

R: No

Q008: RFP, Page NTC-1 § Qualification Requirements and PSR-8 § Executive Summary specify that proposing firms need to be certified (and provide evidence of certification) by the Institute of Internal Auditors (IIA) as a Certified Internal Auditor (CIA). We inquired with the IIA Standards and Guidance department if the CIA certification is at the firm or individual employee level. IIA responded that CIA certification is at the individual employee level, stating: “The IIA’s Certified Internal Auditor (CIA) designation is an accreditation given to individuals that demonstrate their competency and professionalism in the internal auditing field defined in the CIA syllabus.” Please clarify the documentation supporting certification CFX is seeking to be included within the Executive Summary.

R: Submit certifications for individuals.

END OF ADDENDUM NO. 2

EXHIBIT A
INTERNAL AUDITOR SERVICES
SCOPE OF SERVICES

1.0 Description

The Internal Auditor shall provide auditing services to CFX as required by this Scope of Services.

2.0 Internal Audit Charter

Mission

The mission of the internal audit department to provide CFX Board with unbiased, objective assessments of whether Expressway resources are responsibly and effectively managed to achieve intended results.

Purpose

Internal audit's purpose is to add value, improve operations, and enhance transparency. It helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

Independence

The Internal Auditor Director is appointed by the Expressway Authority Board and reports to them through the Audit Committee. The role of the Internal Auditor Director may be filled by an outside firm that provides internal audit services to CFX on an outsourced basis. For administrative purposes, the Internal Audit Director reports to the General Counsel. To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operations of CFX.

Standards

Internal audit shall comply with the International Standards for the Professional Practice of Internal Auditing of The Institute of Internal Auditors (IIA). Consistent with the IIA Standards, internal audit recognizes the mandatory nature of the Definition of Internal Auditing, the Code of Ethics, and the IIA Standards.

3.0 Audit Committee Charter

The Audit Committee Charter is attached to this Scope of Services and provides relevant information regarding the composition of the Committee, meetings schedule, Internal Audit responsibilities, etc.

4.0 Internal Auditor Responsibilities

The Internal Auditor responsibilities include the following:

- Develop a flexible annual internal audit plan using appropriate risk-based methodology, including any risks or control concerns identified by management and/or Board members, and submit that plan to the Audit Committee for review and approval.
- Implement the annual internal audit plan, as approved, including, and as appropriate, any special tasks or projects requested by management and the Audit Committee.
- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet Audit Committee Charter requirements.
- Establish a quality assurance program by which the Internal Audit Director assures the operation of internal auditing activities.
- Perform consulting services at the request of management and/or the Audit Committee, beyond internal audit services, to assist management in meeting its objectives. Examples may include facilitation, process design, training, and advisory services.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion at the request of management and/or the Audit Committee.
- Issue periodic reports to the Audit Committee and management summarizing results of audit activities as well as results of internal and external assessments conducted in association with the Quality Assurance and Improvement Program.
- Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.
- Provide a list of significant measurement goals and results to the Audit Committee.
- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management and the Audit Committee of the results.
- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.
- Meet with the Audit Committee Chairperson and CFX's executive staff to set the agenda for meetings.
- Ensure the Audit Committee meets its obligations, etc.

4.1 Risk Assessment and the Annual Internal Audit Plan

Risk assessment is a critical element of the Internal Auditor's annual responsibilities. The objective of the risk assessment is to identify and prioritize key areas of risk within CFX as part of the planning process in designing the Internal Audit Plan.

The Internal Auditor shall establish a risk-based approach to determine the priorities for internal audit activities. The Internal Auditor shall prepare an annual Risk Assessment and Internal Audit Plan to help identify, measure, and prioritize potential audits based on the level of risk to CFX. The Risk Assessment results and input from CFX management and Board members and the Internal Audit budget shall be used to prepare the annual Internal Audit Plan.

The annual internal audit planning process shall include the following major audit planning activities:

4.1.1 Identify, Assess and Prioritize Key Areas of Risk

The Internal Auditor must confirm and update prior year risk areas based upon review of prior year audit results and discussions with senior management and the Board. The Internal Auditor shall determine preliminary risk ratings based upon prior year results and interviews with management and the Board to confirm and validate the current risk model and to gain additional insight around risk trending. The Internal Auditor must aggregate and compile resulting information and prioritize areas of risk and finalize the risk model.

4.1.2 Select Focus Areas

The Internal Auditor must evaluate risks based upon the prioritization process and management/Board commentary to determine focus areas. A preliminary listing of proposed Internal Audit projects should be developed and defined to address areas of focus.

4.1.3 Internal Audit Plan Development

A scope of services shall be developed for each proposed Internal Audit project and must include the estimated level of effort. Budget allotments must be finalized for all proposed projects for Audit Committee approval. The proposed timing for selected projects throughout the year must be prepared by the Internal Auditor and approved by the Audit Committee.

4.1.4 Presenting the Internal Audit Plan

The final draft of the plan shall be discussed with the Audit Committee, the Executive Director and CFX's upper management. The final Internal Audit Plan shall be presented to the Audit Committee for review and approval.

4.2 Audit Process

The Internal Auditor's services shall focus on five general areas of CFX operations:

- 4.2.1 Effectiveness of operations and controls – Activities are performed adequately to produce the desired or intended results, and controls to mitigate risk are adequate and operating as intended.
- 4.2.2 Efficiency of operations – Activities are performed economically with minimum wasted effort or expense.
- 4.2.3 Safeguarding of resources and information – Prevention of loss of assets or resources, whether through theft, waste, or inefficiency, and protection of confidential information.
- 4.2.4 Reliability of reporting and data – Reports provide management with accurate and complete information appropriate for its intended purpose. It supports management's decision making and monitoring of the entity's activities and performance.
- 4.2.5 Compliance with applicable policies, procedures, laws, and regulations – Activities are conducted in accordance with relevant policies, procedures, laws and regulations.
- 4.2.6 Implementation of audit recommendations – The Internal Auditor shall conduct an independent review of CFX action plans associated with completed internal audits to track the implementation of each recommendation. The review of prior audit recommendations must be conducted every 6 months and should include a sample of completed recommendations from prior years to ensure that agreed upon actions steps were implemented and new controls and procedures continue to be followed.

5.0 Security Assessment for the Department of Highway Safety and Motor Vehicles

Under a Memorandum of Understanding between CFX and the Department of Highway Safety and Motor Vehicles (DHSMV), the DHSMV provides electronic access to driver license and motor vehicle data requested by CFX. A condition of the memorandum requires CFX to perform a security assessment and attest to DHSMV that CFX's internal controls over the data provided by DHSMV has been evaluated and is adequate to protect the data from unauthorized access distribution, use, modification, or disclosure.

The Internal Auditor shall perform the security assessment and provide the attestation in accordance with the American Institute of Certified Public Accountants "Statements on Standards for Attestation Engagement".

6.0 Task Orders

CFX will authorize individual task orders for each audit identified in the approved plan. The Internal Auditor shall determine the appropriate and sufficient resources to achieve the required objectives based on an evaluation of the nature and complexity of each task order, time constraints, and available resources. Planning shall consist of researching the area or activity to be examined and identifying areas of intended audit focus.

The Internal Auditor shall develop a planning memorandum for each authorized audit. The memorandum shall specify the scope of services, the audit schedule and resource requirements, the reporting structure, the frequency and format of communications, the standards that will be applicable, the nature and format of deliverables, and a "Price Not to Exceed" fee amount.

Audits performed under task orders shall be planned by the Internal Auditor in such a way as to coordinate closely with CFX staff to avoid unnecessary disruption of normal activities and eliminate duplication of work.

At the conclusion of each task order, the Internal Auditor shall prepare a draft audit report for review and comment by appropriate CFX management personnel. A written management response for each audit recommendation, an estimated date of completion, and the designated staff person responsible for implementation shall be included in the report. The final report shall be presented to the Audit Committee for review and acceptance. After Audit Committee acceptance, the report shall be presented to CFX's Board for review and acceptance.

Copies of working papers associated with a task order shall be provided to CFX upon request.

7.0 CFX Responsibilities

CFX will perform the following tasks and provide the Internal Auditor with the following information:

1. Maintain overall responsibility for management decisions concerning assignments;
2. Provide timely access to appropriate personnel for interviewing and review;
3. Provide ongoing direction regarding scope and objectives; and
4. Provide timely review of the Internal Auditor's work product and deliverables.

8.0 PCI Compliance

The Auditor shall perform annually a high-level Payment Card Industry (PCI) Compliance Audit, in accordance with Data Security Standard (DSS) Requirements and Security Assessments Procedures, version 3.2, for Merchant Level 2 Assessment Level 1. The Auditor shall create and complete the Report on Compliance (ROC) using the template and instructions in the PCI Requirements and Security Assessments and the additional instructions and guidance included in the PCI ROC Reporting Instructions to ensure a consistent level of reporting. As required by the Reporting Instructions, all details of the Auditor's findings shall be clearly identified and

documented in the appropriate place within the ROC and shall ultimately support the Auditor's findings for each Requirement and Testing Procedure of the PCI DSS. The current assessment expires on October 26, 2018. The final version of the ROC shall be submitted to CFX no later than October 12, 2018, and every year thereafter on October 12th or the preceding business day if October 12th is on a weekend or holiday.

8.1 Current Environment:

Payment Channels:

- Web Site: Customer Self-Service & CSR Service
- 2 Service Centers: Traditional retail locations
- 6 Reload Lanes: Drive through toll plaza retail locations
- Contact Center CSR: Methods include Verbal, Mail, Fax
- IVR: Customer Self-Service
- Automated Processes: Mainly recurring payments and transactions

CFX Environment:

- ~200 In-scope Workstations
- ~400 End-Users
- ~20 Servers
- 2 Data Center Locations
- 1 Contact Center
- 8 Retail Sites

Detailed information regarding specific operating system and device vendors will be provided upon signature by the Auditor of a non-disclosure agreement.

8.2 Release of Information

CFX agrees that the Auditor may release, directly to PCI SSC, without any additional consent, approval or permission from CFX: (i) all reports on compliance and related Assessment results generated in connection with Auditor's Assessments of CFX, including without limitation, working papers, notes and other materials and information generated in connection with such Assessment; and (ii) the Contract and any and all additional agreements between CFX and the Auditor or other materials necessary to enable the Auditor to, from time to time upon PCI SSC's request, demonstrate to PCI SSC, in the

manner specified by PCI SSC, that the Contract Documents (as defined in the Contract) contain the provisions set forth herein. Assessments, for purposes of this provision, means onsite reviews of CFX to determine its compliance with the PCI Data Security Standard, as such Standard may be amended from time to time, as part of the PCI Qualified Security Assessor Program.

9.0 Additional Services

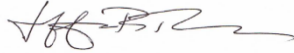
Additional services may be assigned to the Internal Auditor in accordance with the Contract and this Scope of Services. No work shall be performed under additional services without prior written authorization from CFX to the Internal Auditor to perform the work.

End of Scope of Services

**CONSENT AGENDA ITEM
#11**

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti


DATE: October 29, 2020

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit reports as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on October 27, 2020.

1. Public Records Review
2. Prior Audit Recommendations Follow-Up
3. Procurement and Contract Billing Audit
4. Enterprise Resource Planning Requirements Support
5. National Institute of Standards in Technology Cybersecurity Framework Review

Reviewed by:





PUBLIC RECORDS REVIEW

June 2020

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

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EXECUTIVE SUMMARY



Overview and Objectives

In accordance with the fiscal year 2020 Internal Audit Plan, Internal Audit reviewed the existing policies, current processes, and procedures surrounding Central Florida Expressway Authority's ("CFX") management of public records, including electronic records management, record collection and document retention.

As a public agency, CFX is required to comply with Chapter 119 of the Florida Statutes, also known as the Florida Public Records Law. The law provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature. Public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by CFX.

The CFX Records Management department consists of a Records Management Specialist, Sr. Records Clerk, and a Director of Records Management, who also serves as the agency's Records Management Liaison Officer (RMLO) with Florida's Division of Library and Information Services. CFX selects Record Coordinators within each department to work with Records Management. The Records Management function and Record Coordinators are jointly responsible for maintenance, retention, preservation, and destruction of public records as required by the Public Records Law. CFX manages public records in various forms, including paper records, electronic documents, electronic mail (email), and text messages. CFX utilizes a commercial offsite storage vendor to store physical records boxes and leverages the vendor's web-based portal to track the contents of the offsite boxes. CFX uses a combination of the offsite storage vendor and a shredding vendor for public records destruction for records that have met retention requirements. CFX is in the process of implementing a new content management platform, Hyland OnBase, that will serve as the master repository for long-term and permanent public records.

This review focused on CFX's records and information management processes and the four cornerstones of a sustainable information governance program:

1. Compliance with internal policies and procedures and Florida statutory requirements;
2. Operational efficiencies to minimize disruptions to business operations and improve ways to create, use and dispose of data;
3. Cost savings from practical solutions that reduce storage and retrieval costs, as well as requirements for responding to public record requests, investigations, litigation or regulatory requests; and
4. Defensible processes in routine business operations that allow organizations to demonstrate reasonable and good faith efforts when challenged.

EXECUTIVE SUMMARY



Project Scope and Approach

As part of this review, Internal Audit:

- Reviewed CFX's public records policies, processes, and procedures surrounding custodial requirements, maintenance, preservation, retention, exemptions, destruction of public records, and employee training and awareness;
- Documented key risks and controls;
- Evaluated the design and operating effectiveness of key controls; and
- Reviewed existing tools and technology used to store, monitor, retrieve, and control electronic records and communications.

EXECUTIVE SUMMARY



Summary of Audit Procedures Performed and Results

The areas reviewed, audit observations, and related recommendations are outlined below:

Process	Key Areas Reviewed	Number of Observations	Observation Reference	Relative Priority
Policies and Procedures	<ul style="list-style-type: none"> ✓ Reviewed CFX's public records management process to comply with the Florida Public Records statutes surrounding custodial requirements, maintenance, preservation, retention, exemptions, and destruction of public records. 	-	N/A	N/A
Training and Awareness	<ul style="list-style-type: none"> ✓ Determined how public records requirements are communicated to Authority employees, committee members, and the board of directors. ✓ Evaluate the public records management training process. 	-	N/A	N/A
Technology	<ul style="list-style-type: none"> ✓ Determined what technologies are currently utilized to retain electronic communication via text messaging and email at CFX. ✓ Reviewed the configurations of identified technologies to determine how electronic communication is captured or stored. ✓ Reviewed the processes in place to review the records that are captured and stored within CFX's environment. 	1	1	1 - Moderate
Records Collection and Retention	<ul style="list-style-type: none"> ✓ Reviewed CFX's records management process for organizing, identifying, and tracking offsite storage records. 	-	N/A	N/A
Records Destruction	<ul style="list-style-type: none"> ✓ Reviewed CFX's process and internal controls for destroying public records that have met retention requirements. 	2	2, 3	2 - Moderate 3 - Low
TOTALS:		3		

DETAILED OBSERVATIONS

DETAILED OBSERVATIONS

Observation 1 – Smarsh Enrollment

Relative Priority

Moderate

Policies and Procedures

Training and Awareness

Technology

Records Collection and Retention

Records Destruction

Observation

CFX utilizes the Smarsh application to collect and store text messages sent to or from CFX-issued mobile devices. As mobile devices are assigned to CFX users, they are typically enrolled into the Smarsh application by an IT Administrator. However, all CFX-issued mobile devices were not consistently enrolled in the Smarsh application because the assigned CFX users stated they would not use text messaging for CFX business matters.

In addition, due to remote workforce conditions related to the COVID-19 pandemic, 13 mobile devices, which were assigned to CFX users beginning in March 2020, were not enrolled into Smarsh.

Without enrolling each CFX-assigned mobile device into the Smarsh platform, text messages sent or received from these devices will not be captured within the text message archival system, which may result in CFX being unable to produce text messages that qualify as public records when public records requests are made.

Recommendation

CFX Management should consider requiring enrollment of 100% of CFX-assigned mobile devices into the Smarsh application and provide guidance to administrators and device users.

Once this guidance is provided, the Smarsh Administrator should inventory devices assigned to CFX, reconcile against devices enrolled into Smarsh, and provision any missing devices, as necessary, into the Smarsh platform. This includes enrolling the 13 newly assigned mobile devices as well as any existing mobile devices that have not been previously enrolled into Smarsh.

Additionally, management should develop a process to periodically review and reconcile the listing of CFX users and mobile devices against the inventory of provisioned devices within Smarsh to validate that text messages from all devices are being captured as required.

DETAILED OBSERVATIONS

Observation 1 – Smarsh Enrollment (continued)

Relative Priority

Moderate

Management Response

Management concurs.

Management Action Plan

Management will require enrollment of all CFX-issued devices into the Smarsh application (or similar software) and will develop a procedure to enroll all devices into Smarsh automatically when the device is configured and issued to the assigned user.

Management will offer solutions to address “bring your own device” scenarios to ensure all business-related text messages are captured in accordance with statutory obligations

Management will also ensure all existing devices are enrolled into the Smarsh application by the end of the calendar year.

Action Plan Owner / Due Date

Rafael Millan, Director of Information Technology / December 31, 2020

Policies and
Procedures

Training and
Awareness

Technology

Records
Collection and
Retention

Records
Destruction

DETAILED OBSERVATIONS

Observation 2 – Public Records Destruction

Relative Priority

Moderate

Policies and Procedures

Training and Awareness

Technology

Records Collection and Retention

Records Destruction

Observation

Florida Administrative Code 1B-24.003(1)(a) provides General Records Schedules which establish minimum retention requirements for records based on the legal, fiscal, administrative, and historical value of those records to the agencies and to the State of Florida. CFX's policy is to destroy records in accordance with these guidelines after the required minimum retention has been met. CFX has outlined requirements for the retention of public records according to a defined retention schedule, and as the length of time defined for each record type is met based on the retention schedule, records are permitted to be destroyed.

Although records destruction procedures and schedules are clearly defined, records which have exceeded their retention requirements are not being systematically and periodically destroyed consistently. This includes all records, electronic and hardcopy, which are stored onsite, offsite, and virtually. For some electronic records created and stored within CFX (such as files and folders stored on Departmental network file shares, files generated as system or application transaction logs, violation enforcement system images, and other business files), a process is not currently in place to identify and perform data destruction based upon the retention schedule. This is more pronounced within electronic storage locations that are unstructured. As a result, some electronic data types are being kept indefinitely.

The timely destruction of public records once retention is met would help reduce electronic and manual resource requirements and associated costs of storage. In addition, public records held beyond the retention period would need to be produced in the event of a public record request. Timely destruction of records could reduce labor requirements for the discovery of items that should have been destroyed in the event of a sizeable public records request.

Recommendation

CFX implementation of the OnBase Enterprise Content Management System should facilitate more comprehensive and centralized document management capabilities. To accompany the OnBase implementation and records migration processes currently in-flight across CFX, management may benefit from development and documentation of a Records Management road map that outlines the remaining steps necessary to mature the Records Management function and achieve a future-state process that includes systematic and periodic disposal of electronic and hardcopy records in accordance with the retention schedule. This plan should be approved by executive management to reach agreement and commitment of resources and should be subsequently communicated to all participating departments within the agency.

DETAILED OBSERVATIONS

Observation 2 – Public Records Destruction (continued)

Relative Priority

Moderate

Recommendation (continued)

For electronic records, the road map should consider a timeline and process by which the departments will import all electronic documents into the agency's electronic document management solution, OnBase, which allows retention parameters to be set for different types of documents. Agency-wide utilization of the OnBase solution will allow for the systematic review and destruction of records which are no longer required to be retained.

Policies and Procedures

For hardcopy records, the road map should consider a timeline and process to review documents eligible for destruction with the related department(s). Additionally, if a department requests to retain documents beyond the prescribed period, a standardized process should be implemented to assign and review additional retentions.

Training and Awareness

Additionally, as part of the road map, management may explore leveraging records management features available within other software suites used across the organization, such as Microsoft 365 Records Management for document classification and labeling, managing retention, and disposal capabilities within the Office365 environment.

Management Response

Management concurs.

Technology

Management Action Plan

Management will develop and document a road map to achieve a future-state process that includes systematic and periodic disposal of electronic and hardcopy records in accordance with policy and statutory obligations. The road map will help document dependencies, challenges, resource needs, management decision points, etc.

Records Collection and Retention

Action Plan Owner / Due Date

Tim O'Toole, Director of Records Management / June 30, 2021

Records Destruction

DETAILED OBSERVATIONS

Observation 3 – Offsite Public Records Destruction

Relative Priority

Low

Policies and Procedures

Training and Awareness

Technology

Records Collection and Retention

Records Destruction

Observation

CFX has contracted with Access Records Storage to facilitate the offsite storage and periodic destruction of archived public records. Within two business days of disposal, the vendor is contractually required to provide CFX with a Certificate of Destruction. In accordance with the vendor contract, the Certificate of Destruction should include, at a minimum, the following characteristics:

1. Date/time of destruction,
2. Location where destruction took place,
3. Name of person performing destruction,
4. Name of witness,
5. Description of item destroyed, and
6. Method of destruction.

The Certificates of Destruction reviewed during the audit only included date of destruction, box number, and item code, representing a departure from contract terms.

Recommendation

CFX should determine if current contractual requirements for the Certificates of Destruction are necessary to comply with Florida Public Records Law. Based on this determination, CFX may contact its offsite storage vendor and request compliance with the contract terms. Alternatively, if the missing information is not required for compliance, CFX should amend the contract with the offsite storage vendor.

Management Response

Management concurs.

Management Action Plan

Management will coordinate with the vendor to amend the contract terms to better align the information disclosed on the Certificates of Destruction with what is required to comply with Florida Public Records Law.

Action Plan Owner / Due Date

Tim O'Toole, Director of Records Management / December 31, 2020

Face the Future with Confidence

© 2020 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Prior Audit Recommendations Follow-Up

September 30, 2020

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3 Executive Summary

5 Status of All Open Recommendations

EXECUTIVE SUMMARY



Overview

As part of the Fiscal Year 2021 Internal Audit plan, Internal Audit performed a review of open audit recommendations from prior audit reports as of September 30, 2020 to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:



2013 Toll Revenue Audit	2019 LENS Access Control Review
2017 Change Management – Tolling System Replacement Audit	2020 Secure Code Review
2018 IT General Controls Review	2020 Procurement and Contract Billing Audit
2019 Accounting Financial Controls Review	2020 COSO ERM Governance Review
2019 Customer Service Center Performance Review	2020 Marketing and Social Media Audit
2019 IT Project Management Review	2020 P-Card and Gas Card Audit
	2020 Retail Transponder Sales Review

Internal Audit last reviewed the status of open audit recommendations in January 2020. Results were reported to the Audit Committee in February 2020.



Objectives, Scope, and Approach

This review was completed as of September 30, 2020 and consisted of meetings with management to determine the status of open audit recommendations and testing of management's response and status. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of January 31, 2020, no further work was performed, and the recommendation was not included for review.

Testing performed included inquiry with the employees responsible for completing the recommendations and/or review of documentation evidence to confirm management's reported status and explanation. In instances where the evidence obtained did not agree with management's status, discussions with management were held and the differences were resolved. There were no instances where management and Internal Audit did not come to an agreement on the status of a prior audit recommendation.

EXECUTIVE SUMMARY



Recommendations Summary

Audit	Open as of January 31, 2020	New Action Plans	Completed as of September 30, 2020	In Progress as of September 30, 2020*	Past Due*
2013 Toll Revenue Audit	1	0	0	1	0
2017 Change Management - Tolling System Replacement Audit	1	0	0	1	0
2018 IT General Controls Review	1	0	0	1	0
2019 Accounting and Financial Controls Audit	1	0	0	1	0
2019 Customer Service Center Performance Review	1	0	0	1	0
2019 IT Project Management Review	2	0	1	1	0
2019 LENS Access Control Review	0	1	0	1	0
2020 Secure Code Review	0	8	6	2	1
2020 Procurement and Contract Billing Audit	0	3	3	0	0
2020 COSO ERM Governance Review	0	5	0	5	0
2020 Marketing and Social Media Audit	0	4	0	4	0
2020 P-Card and Gas Card Audit	0	6	2	4	0
2020 Retail Transponder Sales Review	0	4	0	4	1
Total	7	31	12	26*	2*

***26** recommendations are classified as "In Progress." **Seven** of the 26 recommendations are past the initial agreed-upon due date; however, **five** these seven recommendations are pending completion of a new system implementation or a procurement/vendor selection event, so the due date has been revised to match the estimated timing of the necessary event. **Two** of the 26 recommendations are past the initial agreed-upon due date and have been assigned a revised due date as of September 30, 2020. The other remaining "In Progress" recommendations are within the original, agreed-upon due date.

STATUS OF ALL OPEN RECOMMENDATIONS

STATUS OF ALL OPEN RECOMMENDATIONS

2013 Toll Revenue Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Potential Revenue Leakage/Toll Collections Audit:</p> <p>CFX will automate certain aspects of the Toll Plaza Attendant's Shift Record Log by integrating tracking of unusual occurrences, violations, and insufficient fund transactions within system. This recommendation will be implemented as a function of the Tolling System replacement.</p>	David Wynne, Director of Toll Operations	In Progress - Contingent upon Full Implementation of New Tolling System	Per discussion with Dave Wynne, Director of Toll Operations, this recommendation will be implemented within the Toll System Replacement project. The new system is currently operational except for the manned cash lanes. The implementation of this system automation includes collector buttons that are pre-designated for specific occasions and vehicles that come through the tolls. Management expects the automated collector buttons to be implemented in the manned cash lanes by the revised due date of 12/31/2020.	<p>Original: 7/1/15</p> <p>Revised: 12/31/17</p> <p>Revised: 12/31/19</p> <p>Revised: 12/31/20</p>

2017 Change Management - Tolling System Replacement Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>TSR Vulnerability Scans:</p> <p>Management will remediate the Medium vulnerabilities near the completion of the TSR project.</p>	Jim Greer, Chief of Technology and Operations	In Progress - Contingent upon Full Implementation of New Tolling System	Per discussion with Jim Greer, Chief of Technology and Operations, CFX has determined that remediation of these vulnerabilities will be performed prior to completion of the Toll System Replacement Project. Management expects the Medium vulnerabilities related to the Tolling System Replacement to be completed by the revised due date of 12/31/2020.	<p>Original: 6/30/19</p> <p>Revised: 9/30/20</p> <p>Revised: 12/31/20</p>

2018 IT General Controls Review (1 – In Progress – Contingent on System Implementation) Exempt F.S.282.318

STATUS OF ALL OPEN RECOMMENDATIONS

2019 Accounting and Financial Controls Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Vendor Master File Management:</p> <p>CFX will implement a review of new vendors into the Accounting Clerk's review of invoices to ensure the vendor was entered completely and accurately. CFX will further implement a review of vendor changes into the CFOs monthly review procedures.</p>	Lisa Lumbard, CFO	In Progress - Contingent on Implementation of New ERP System	Per discussion with the CFO, the EDEN accounting system recognizes every invoice paid as an update to the vendor within the AP module. As such, it is not possible to review monthly vendor changes as part of the current review process. As of the date of testing, the Authority is currently in the beginning stages of implementing a new ERP system which, among other things, will allow management to review actual vendor changes in the AP module In the meantime, the invoice review process has been updated to include a review of vendor information per EDEN against the invoice received to ensure appropriateness of the payee. The implementation of the new ERP system is expected to be completed by the revised due date of 12/31/2021.	Original: 8/31/19 Revised: 12/31/21

2019 Customer Service Center Performance Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Intelligent Voice Response (IVR) Solution:</p> <p>CFX will develop a roadmap or strategy to update and modernize the IVR as it is integrated with the new tolling operations system.</p>	<p>Jim Greer, Chief of Technology and Operations</p> <p>David Wayne, Director of Toll Operations</p>	In Progress - Contingent on System Implementation	Per discussion with the Director of Toll Operations and Chief of Technology and Operations, CFX has recently contracted with Nice in Contact for telephony solutions for the agency. As part of the contracted services, CFX will also be taking advantage of the company's integrated IVR offerings as opposed to contracting the services out to a different IVR provider to increase capabilities and minimize incompatibilities between systems. The departments are currently in the process of designing workflows to integrate the IVR with the new tolling system. The recommendation is expected to be completed by the revised due date of 12/31/20.	Original: 12/31/19 Revised: 6/30/20 Revised: 12/31/20

STATUS OF ALL OPEN RECOMMENDATIONS

2019 IT Project Management Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Project Management Framework:</p> <p>Management will develop a plan for implementing a formalized project management framework that includes policies, procedures and templates to facilitate project management life cycles at CFX. ITIL will be considered as this framework is developed.</p>	Jim Greer, Chief Technology and Operations Officer	Complete	Per discussion with the Chief of Technology and Operations, CFX has completed a preliminary framework that it expects to modify as needed to meet the needs and structure of the agency as it evolves. Internal Audit obtained a copy of the framework as support for the completion of the action plan by the prescribed due date.	Original: 7/31/20
<p>Resource Planning:</p> <p>Management will formalize resourcing practices with regard to projects at CFX based on requirements and budgets defined in the project intake process (see Observation 2). CFX will integrate these practices within the ERP system planned for 2021.</p>	Jim Greer, Chief Technology and Operations Officer	In Progress - Contingent on Implementation of New ERP System	Per discussion with the Chief of Technology and Operations, remediation of this finding will involve integration of CFX's timekeeping ERP system within Cherwell. As EDEN is slated to be replaced in 2021 by a new ERP system, remediation of this finding is contingent upon new ERP system implementation; the revised due date reflects this contingency. This recommendation is expected to be completed by the revised due date.	Original: 7/31/20 Revised: 12/31/21

2019 LENS Access Control Review (1 – In Progress) Exempt F.S.282.318

2020 Secure Code Review (6 – Complete, 1 – In Progress, 1 – In Progress (Past Due)) Exempt F.S.282.318

STATUS OF ALL OPEN RECOMMENDATIONS

2020 Procurement and Contract Billing Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Contract Terms and Dispute Resolution:</p> <p>CFX will review selected contract terms to identify areas for increased clarity in future contracts. Additionally, CFX will implement an internal procedure to guide the documentation and resolution of disputes with vendors by designating responsible independent parties on the Executive Team and/or Legal to act as the final decision-making authority in contractual disputes.</p>	Lisa Lumbard, CFO	Complete	Per discussion with the CFO, the contract terms have been updated since the initial observation. Additionally, internal procedures for dispute resolution have been established and documented. Internal Audit obtained an updated contract and a copy of the dispute resolution procedures as support for the completion of the action plan.	Original: 6/30/20
<p>Contract Compliance Checklist:</p> <p>CFX will ensure the Contract Support Specialist utilizes a contract compliance checklist to document the review of contractor invoices. CFX will leverage the contract compliance checklists already developed in the construction and engineering departments as a template. Additionally, CFX will ensure that detailed documentation is retained for any invoices approved despite containing instances of noncompliance per the checklist (detailed notes, email attachments, etc.).</p>	Claritza Yeagins, Contract Support Specialist	Complete	Per discussion with the Contract Support Specialist, a checklist has been implemented which involves steps such as verifying the invoice is for the correct time frame based on the attached support, verifying that contractors are billing for services at the appropriate rates, and checking for personnel addition requests to ensure new contractors have been appropriately authorized. Internal Audit obtained an example checklist to confirm completion of the action plan.	Original: 6/30/20

STATUS OF ALL OPEN RECOMMENDATIONS

2020 Procurement and Contract Billing Audit (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Subcontractor Reconciliations:</p> <p>CFX has implemented a reconciliation of expenses allocated to subcontractors in each invoice against EDEN as part of the invoice review performed by the Manager, Contract Compliance, and will begin evidencing review through signature on the billing checklist (upon implementation). Additionally, the Supervisor of Quality Control--Toll Operations, is performing a historical audit of all subcontractor-related expenses for the selected contract and will update EDEN data upon completion.</p>	<p>Carrie Baker, Manager of Contract Compliance</p>	<p>Complete</p>	<p>Per discussion with Manager of Contract Compliance, all expenses for subcontractor are being manually logged in an excel sheet and reviewed against amounts invoiced to CFX.</p> <p>Additionally, all outstanding expenses for the selected EGIS contract have been updated in the contract module in EDEN and provided to the contractor for payment. As of September 30, 2020, all outstanding expenses have been billed and one final invoice is awaiting payment. Internal Audit obtained related support to confirm completion of the action plan.</p>	<p>Original: 6/30/20</p>

STATUS OF ALL OPEN RECOMMENDATIONS

2020 COSO ERM Governance Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Business Continuity Documentation:</p> <p>CFX will develop business continuity documentation for each component of the Infrastructure department (and validate that third parties have one in place) that outlines the expectations for resuming business operations after a crisis.</p>	Glenn Pressimone, Chief of Infrastructure	In Progress	Per the Chief of Infrastructure, the outlines for resuming business operations following a crisis are currently in draft format and are on target to be finalized by the original due date of 12/31/20.	12/31/20
<p>Risk Management Working Group:</p> <p>CFX will organize a Risk Management Working Group with the following features:</p> <p>Responsible Party/Organizer – Risk Manager Members - Chief Finance Officer, Chief of Technology/Operations, Risk Manager, others may be added as needed Frequency – At the discretion of the Group, or at least semi-annually Agenda – Agenda topics should be determined by the responsible party and may include risks from the Strategic Plan or Risk Model, prior audit recommendations, risk monitoring needs, and other topics.</p>	Lisa Lumbard, Chief Financial Officer	In Progress	Per the CFO, a Risk Manager has recently been hired and tasked with establishing a risk management framework with pre-determined features as prescribed by management. The enhancement opportunity is on track to be implemented by the original due date of 12/31/20.	12/31/20

STATUS OF ALL OPEN RECOMMENDATIONS

2020 COSO ERM Governance Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Risk Management Feedback:</p> <p>The Risk Management Working Group will include an agenda item to solicit feedback from each relevant department regarding key strategic risks. The Risk Management Working Group, in coordination with management, will update the Three-Year Strategic Plan with the strategic risks for each strategic goal.</p>	Lisa Lumbard, Chief Financial Officer	In Progress	Per the CFO, a meeting will be held with the Risk Management Working Group following the establishment of a risk management framework as mentioned above which will cover feedback from each department. The enhancement opportunity is on track to be implemented by the original due date of 3/31/21.	3/31/21
<p>Vendor Insurance Requirements:</p> <p>The Risk Management Working Group will include an agenda item to solicit feedback from each relevant department, and, in coordination with the Procurement Department, will propose updates to current vendor insurance requirements to incorporate risk-based vendor management concepts.</p>	Lisa Lumbard, Chief Financial Officer	In Progress	Per the CFO, the newly hired Risk Manager will be responsible for assessing contractual requirements on a contract by contract basis as part of his regular duties to ensure that vendors have optimal coverage. The enhancement opportunity is on track to be implemented by the original due date of 3/31/21.	3/31/21

STATUS OF ALL OPEN RECOMMENDATIONS

2020 COSO ERM Governance Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Data Requests:</p> <p>The Risk Management Working Group will include an agenda item to monitor status of each of the above data requests and follow up as needed. Additionally, the Risk Management Working Group will coordinate with the Technology / Operations Department to refine the ticketing system by which reporting requests are made and will support development of that system towards capture of relevant cost / benefit information.</p>	Lisa Lumbar, Chief Financial Officer	In Progress	Per the CFO, the risk management group is working with IT to develop a template for procedures for monitoring data requests until such time that ticketing system improvements can be implemented. The enhancement opportunity is on track to be implemented by the original due date of 6/30/21.	6/30/21

STATUS OF ALL OPEN RECOMMENDATIONS

2020 Marketing and Social Media Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Contractor Use Guidelines:</p> <p>Management will develop a social media use guideline or policy for CFX contractor and subcontractor employees. Management will also incorporate an annual social media policy acknowledgement for all CFX employees. Finally, management will implement periodic social media continuing education for employees that work directly with social media platforms and tools.</p>	Michelle Maikisch, Chief of Staff/Public Affairs Officer	In Progress	Per the Manger of Communication and Marketing, a new employee has recently been hired who will be tasked with compiling the recommended topics as an update to the current Social Media Procedures Manual. This recommendation is in progress and on target to be implemented by the original due date of 1/31/21..	1/31/21
<p>Social Media Password Controls:</p> <p>Management will review the recommendation and work collaboratively to develop an approach that improves social media password and user access provisioning controls and aligns with CFX and social media capabilities.</p>	Michelle Maikisch, Chief of Staff/Public Affairs Officer Jim Greer, Chief of Technology and Operations	In Progress	Per the Chief of Staff/Public Affairs Officer, the communications team is working in conjunction with IT to implement the recommendation as prescribed. The recommendation is in progress and on target to be implemented by the prescribed due date of 1/31/21.	1/31/21
<p>User Access Review:</p> <p>Management will establish and document a periodic independent review of social media user access lists across all social media tools or platforms.</p>	Michelle Maikisch, Chief of Staff/Public Affairs Officer	In Progress	Per the Chief of Staff/Public Affairs Officer, the Manager of Communications is currently drafting a guideline for a periodic user access review. The recommendation is in progress and on target to be implemented by the prescribed due date of 12/31/20.	12/31/20

STATUS OF ALL OPEN RECOMMENDATIONS

2020 Marketing and Social Media Audit (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Social Media Procedures:</p> <p>Management will consider the recommended topics as an update to the Social Media Procedures Manual.</p>	<p>Angela Melton, Manager of Communications and Marketing</p>	In Progress	<p>Per the Chief of Staff/Public Affairs Officer, preliminary discussion around a policy are underway as of the date of testing. The recommendation is in progress and on target to be implemented by the prescribed due date of 6/30/21.</p>	6/30/21

2020 P-Card and Gas Card Audit

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Gas Card Policy:</p> <p>Management will update the Procurement Policy to incorporate a Gas Card policy. Management will update the P-Card Manual to reflect current procedures as recommended and will develop Gas Card procedures to supplement the documentation set.</p>	<p>Aneth Williams, Director of Procurement</p>	In Progress	<p>Per discussion with Director of Procurement, the updates are on track to be made to the Gas Card procedure within the Gas Card policy with Board approval by the prescribed due date of 12/31/20.</p>	12/31/20
<p>Digital Approval Workflow:</p> <p>Procurement will work with the IT team to determine the best workflow option for each part of the recommendation (Adobe Sign, SharePoint, or others). Management will develop and implement the digital workflow(s) in accordance with the recommendation.</p>	<p>Aneth Williams, Director of Procurement</p>	In Progress	<p>Per discussion with Director of Procurement, IT personnel are currently being consulted to determine the best workflow option in accordance with the recommendation. This item is on track to be completed by the prescribed due date of 12/31/20.</p>	12/31/20

STATUS OF ALL OPEN RECOMMENDATIONS

2020 P-Card and Gas Card Audit (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Active Card User Review:</p> <p>Management will implement a review of active card users to be performed twice per year by the CFO.</p>	Lisa Lumbard, Chief Financial Officer	Complete	Per discussion with the CFO, a bi-annual review has been implemented, to be performed in June, prior to the end of the fiscal year, and in December, prior to the end of the calendar year. Internal Audit obtained documentation of the June 2020 review as support for the completion of the action plan.	6/30/20
<p>Gas Card Storage:</p> <p>Management will remove the Gas Cards from the Pool Vehicles and will implement a standard tracking log to be used consistently for all Pool Vehicles. Management will improve the monthly review of Gas Card spend through use of the tracking logs to assign and document the employee responsible for each charge.</p>	Lisa Lumbard, Chief Financial Officer	Complete	Per the CFO, the fuel cards are now securely stored with the vehicle keys, which are controlled by Mimi Lamaute, Executive Assistant, or Sherry Gibson-Taylor, Front Office Administrator, who are responsible for updating the tracking log as well. The log details which vehicles are in use and who has possession of the gas card. Internal Audit obtained a copy of the log as support for completion of the action plan.	7/31/20

STATUS OF ALL OPEN RECOMMENDATIONS

2020 P-Card and Gas Card Audit (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Review Checklist:</p> <p>Management will develop a checklist for supervisors to be used during their monthly review of P-Card transactions. P-Card/Gas Card integrations and process improvements will be included in the ERP requirements during RFP development.</p>	Aneth Williams, Director of Procurement	In Progress	Per discussion with the Director of Procurement, a draft checklist is in the process of being reviewed and modified. Once the checklist has reached its final draft, it will be provided to the CFO for review and final approval. This item is on track to be completed by the prescribed due date of 9/30/20	9/30/20
<p>Vendor Reporting Capabilities:</p> <p>Management will review P-Card vendor reporting capabilities to extract transaction data. The Manager of Contract Compliance will implement a process to review transaction data and sample P-Card monthly statements for the quarterly audit. Procedures will be updated as the process is developed.</p>	Carrie Baker, Manager of Contract Compliance	In Progress	Per the Manager of Contract Compliance, once the checklist referenced in the above observation has been fully reviewed and approved, the Manager of Contract Compliance will implement the review on a quarterly basis. The recommendation is on target to be implemented by the prescribed due date of 10/31/20.	10/31/20

STATUS OF ALL OPEN RECOMMENDATIONS

2020 Retail Transponder Sales Review

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Reporting Capabilities:</p> <p>CFX will organize a working group comprised of stakeholders involved in retail transponder sales and inventory management processes and IT to discuss fulfillment of key reporting needs through current CRM implementation.</p>	Mike Carlisle, Director of Accounting and Finance	In Progress	Per the Director of Accounting and Finance, stakeholders involved in retail transponder sales and inventory management processes are evaluating CRM capabilities gradually, in line with CRM implementation status. This recommendation is in progress and on target to be completed by the original due date of 3/31/21.	3/31/21
<p>Inventory Documentation:</p> <p>Management will review all inventory management and transponder sales documentation (including retail sales) to ensure all procedures are adequately documented.</p>	<p>Mike Carlisle, Director of Accounting and Finance</p> <p>Angela Melton, Manager of Communications</p> <p>Fred Nieves, Manager of E-Pass and plaza Operations</p>	In Progress	Per discussion with Director of Accounting and Finance, Manager of Communications, and Manager of E-Pass and Plaza Operations, all parties indicated that the reviews and documentation updates were currently underway and on target to be implemented by the original due date of 12/31/20.	12/31/20
<p>Spreadsheet Access Review:</p> <p>Management will perform a review of access to key operational spreadsheets by the established due date in either the system folders or SharePoint depending on the status of the SharePoint migration.</p>	Fred Nieves, Manager of E-Pass and Plaza Operations	In Progress (Past Due)	Per the Manager of E-Pass and Plaza Operations, this process is still ongoing amidst the transition from the former call center service provider (EGIS) to the new provider. This recommendation is currently past due the original due date but on track to be implemented by the revised due date of 12/31/20.	<p>Original Due Date: 8/31/2020</p> <p>Revised Due Date: 12/31/2020</p>

STATUS OF ALL OPEN RECOMMENDATIONS

2020 Retail Transponder Sales Review (Continued)

Management Action Plan	Responsible Party	Status	Summary of Status	Due Date
<p>Realignment of Retail Functions:</p> <p>Management will consider realignment of the order fulfillment and shipping function for the retail program as recommended. As realignment is considered, management will also develop documentation requirements for each retail shipment that includes evidencing the reconciliation between the original order, the shipping manifest verified by physical count of transponders, and the invoice prepared by Finance.</p>	Lisa Lumbar, Chief Financial Officer	In Progress	Per the CFO, once all departments have established procedures related to inventory management, a meeting will be held with the responsible parties in the associated departments to determine where shipping costs are most appropriately applied. The recommendation is on track to be implemented by the original due date of 12/31/2020.	12/31/20

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PROCUREMENT AND CONTRACT BILLING AUDIT

October 2020

**CENTRAL
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AUTHORITY**

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EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Overview

In accordance with the 2021 Internal Audit Plan, Internal Audit selected three Central Florida Expressway Authority (“CFX”) contracts for audit from a population of currently active engineering, service, maintenance, operations, and construction projects with a contract value in excess of \$1.63 billion. The combined contract value of these three contracts exceeded \$62.7 million (\$54.7 million in current expenditures). The last contract billing audit was completed during March 2020 and included a different set of contracts.

Objectives

The objectives of this audit were to (1) audit the accuracy of items billed to CFX in accordance with contract terms and conditions, and (2) identify and test key processes and controls related to contract procurement, contract administration, project and cost management, and supplemental agreement management.

Project Scope and Approach

This audit was performed using a four-phased approach as outlined below:

Phase I – Contract Analysis and Selection

To select contracts for audit, Internal Audit obtained a listing of all active contracts and identified a short-list of contracts for audit after interviewing management and performing a risk analysis based on contract size, duration, terms and conditions, and nature of the work performed. The following contracts were selected for review and approved by the Audit Committee Chair prior to audit:

1. **Hubbard Construction Company (#001398)** – Contract for construction project 417-134, SR 417 Widening from Econlockhatchee to Seminole County. This contract began in September 2018 and has a current contract value of approximately \$44.9 million. As taken from Eden, CFX’s accounting system, total expenditures to date at the time of this audit were approximately \$41 million.
2. **Infrastructure Company of America, LLC (#001150)** – Contract for facilities maintenance services. This contract began in May 2016 and has a current contract value of approximately \$9.8 million. As taken from Eden, total expenditures to date at the time of this audit were approximately \$7.8 million.
3. **Reynolds, Smith & Hills, Inc. (#001313)** – Contract for design consultant services for SR 417 widening from John Young Parkway to Landstar Boulevard (Project 417-142). This contract began in July 2018 and has a current contract value of approximately \$8 million. As taken from Eden, total expenditures to date at the time of this audit were approximately \$6 million.

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EXECUTIVE SUMMARY

Overview / Objectives / Scope and Approach

Phase II – Processes and Controls Review

Internal Audit performed procedures to review CFX's processes, policies, and procedures related to procurement, contract administration, project and cost management, and supplemental agreement management. Key internal controls within each of these areas were identified and tested for each contract selected in Phase I. A summary of the procedures performed, results, and observations are provided on the following pages. Additional details on the procedures performed are included in Appendix A.

In September 2020, Internal Audit completed a review of open recommendations issued as part of the prior year 2020 Procurement and Contract Billing Audit and verified that all have been incorporated into practice and policy by CFX staff. The audit recommendations issued during prior year audits were also considered and incorporated for review as part of the 2021 Procurement and Contract Billing Audit in order to verify that prior years' findings were resolved and are not prevalent in the contracts selected for testing.

Phase III – Contract-Specific Audit Procedures

Internal Audit performed detailed procedures to review contract terms, costs billed to CFX, and other key attributes for each of the contracts selected for audit. The contracts selected, value, spend to date, sample tested, and percentage of spend tested are outlined below:

Contract	Contract Value	Spend to Date [1]	Sample Tested [2]	% Spend Tested
Hubbard Construction Company (#001398)	\$44,873,860.84	\$40,992,435.45	\$22,156,874.37	54%
Infrastructure Company of America, LLC (#001150)	\$9,812,462.94	\$7,755,946.98	\$2,687,811.34	35%
Reynolds, Smith & Hills, Inc. (#001313)	\$8,036,135.31	\$5,983,621.55	\$3,577,720.73	60%

[1] As of July 31, 2020

[2] Invoices were selected for testing using judgmental sampling. A detailed report of all invoices paid to date was obtained for each contract and analyzed on a month-over-month basis to select samples for testing. The invoices selected were tested for compliance with contract terms and conditions.

Phase IV – Reporting and Deliverables

Internal Audit prepared this report for management review and comment and for issuance to the CFX Audit Committee.

SUMMARY OF PROCEDURES PERFORMED AND RESULTS

Process Areas / Procedures / Controls Tested

For the contracts selected for audit, Internal Audit identified risks and tested key controls within the process areas outlined below. Where applicable, a sample of detailed project costs was reviewed and tested for compliance with contract terms and conditions. The table below provides an overview of the areas reviewed for each contract audited. Further details related to the specific procedures performed are provided in Appendix A.

Process	Procedures Performed / Key Areas Reviewed	Total Controls Tested	Number of Observations	Observation Reference
Procurement	Project funding and bid authorization, project bidding (sealed bids and competitive sealed proposals), bid awards, bid bond requirements, and contract renewals.	26	0	-
Contract Administration	Contract terms and conditions, insurance, bond and permitting requirements, and minority and women owned business (“MWBE”) requirements.	11	0	-
Project & Cost Management	Invoice processing, project planning, scheduling, quality control, subcontract management, cost management, owner direct material purchases (“ODMP”) management, and project reporting.	39	0	-
Change Order Management	Supplemental agreement review, approval, and execution.	8	0	-
Project Closeout	Preparation, approval, and submission of project close-out documents.	5	0	-
TOTALS:		89	0	-

APPENDIX A

Detailed Audit Procedures Performed

APPENDIX A

Detailed Audit Procedures Performed

Procurement

Internal Audit performed detailed audit procedures related to the procurement, bidding, award, and renewal of all contracts selected for testing. The procedures performed included:

- ❖ Review of the process for establishing bid estimates for large construction contracts;
- ❖ Testing of Board approval to advertise for bids and proposals and Board approval of the contract award;
- ❖ Testing for the use of five-year contract terms and the option for five one-year renewals for contracts;
- ❖ Testing of the key components of the competitive sealed bid and proposal processes, including:
 - Completion and utilization of bidding and award schedules;
 - Timestamps applied to all received proposals and compliance with submission deadlines;
 - The use of bid opening and bid tabulation sheets;
 - Performance of unbalanced bid reviews for competitive bids;
 - Completion of disclosure forms by CFX's employees responsible for evaluating technical and price proposals; and
 - Comparison of evaluation and scoring to advertised request for proposals.
- ❖ Completion and distribution of the monthly expiring contracts report by the procurement department; and
- ❖ Completion and approval of the expiring contract renewal worksheet and Board approval of contract renewals.

Continued on the following page....

APPENDIX A

Detailed Audit Procedures Performed

Contract Administration

Internal Audit performed detailed audit procedures related to key contract terms and conditions utilized by CFX including the satisfaction of insurance, bonding, permitting and MWBE requirements by the contractors selected for testing. The procedures performed included:

- ❖ Testing for the review of contracts by CFX's Legal Counsel;
- ❖ Testing of key contract reviews and clauses, including:
 - Right to review by CFX's Legal Counsel; and
 - Inclusion of key right to audit, termination, and indemnity clauses.
- ❖ Outlining and testing of insurance, bonding, and permitting requirements specific to the contracts selected; and
- ❖ Satisfaction of MWBE requirements set forth in the original bid and as required by CFX.

Change Order Management

Internal Audit performed detailed audit procedures related to supplemental agreement execution, review, and approval. The procedures performed included:

- ❖ Testing for Board approval of all supplemental agreements in excess of \$50,000;
- ❖ Testing for the approval of all supplemental agreements by the appropriate parties;
- ❖ Testing of adequate supporting documentation for compliance with contract terms and conditions regarding price and scope for all executed supplemental agreements related to the construction contracts selected for review; and
- ❖ Testing of a sample of fuel price and bituminous mix adjustments related to the construction contracts selected for review.

Continued on the following page....

APPENDIX A

Detailed Audit Procedures Performed

Project & Cost Management

Internal Audit performed detailed audit procedures related to invoice processing and approval, project planning, scheduling and quality control, project cost management and reporting, subcontractor management, CEI oversight, and ODMP processing. The procedures performed included:

- ❖ Testing of a sample of invoices for the projects selected for adequate review and approval by the appropriate personnel and compliance with CFX's invoice processing procedures;
- ❖ Discussion of current practices regarding quality control, risk management plans and performance, and quality monitoring;
- ❖ Testing of subcontractor approval and a sample of payments made to subcontractors;
- ❖ Detailed testing of costs billed for a sample of invoices selected for each of the service contracts selected, and detailed testing of a sample of the quantities billed for each of the construction contracts selected;
- ❖ Utilization and monitoring of the CEI Consultants assigned to construction contracts;
- ❖ Discussion and limited testing of changes to project schedules;
- ❖ Review of reporting submitted to management on a regular basis; and
- ❖ Detailed testing of the ODMP programs implemented for the construction contracts selected.

Project Close-Out

Internal Audit performed detailed audit procedures related to completion of payments, Document Summary Manual from the CEI, and the contract closeout checklist. The procedures performed included:

- ❖ Testing of the completion of key project closeout documents; including submission of final payment, completion of the Document Summary Manual by the CEI, and completion of the contract closeout checklist with supporting documentation.

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ERP REQUIREMENTS SUPPORT

October 2020

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EXECUTIVE SUMMARY

Project Objectives and Accomplishments

Background:

CFX's current ERP system, Eden from Tyler Technologies, has been in place since 2004. Based on feedback from CFX users, the system is antiquated, and many processes across the organization are performed manually outside the system due to functionality limitations. In addition, Tyler Technologies is no longer selling or supporting upgrades to CFX's current version of Eden.

Objectives:

- Assist CFX with finalizing ERP business requirements through workshops with key stakeholders.
- Provide subject-matter expertise and guidance on next steps in the ERP selection process including RFI/RFP development, vendor identification, and vendor demonstration preparation.

Accomplishments:


- ✓ Reviewed current state RFP business requirements, results of Internal Audit's Robotic Process Automation Review, and outstanding management action plans involving a new ERP system
- ✓ Conducted interviews with key stakeholders and Protiviti subject-matter experts to discuss areas of manual effort, ERP leading practices, and future state process transformation desired from an ERP implementation:
 - Accounting and Finance – Mike Carlisle, Marc Ventura, Emily Rouse
 - Procurement – Aneth Williams, Robert Johnson
 - Contract Compliance – Carrie Baker
 - Supplier Diversity – Iranetta Dennis
 - Infrastructure (Construction and Engineering) – Will Hawthorne, Dana Chester, Ben Dreiling, Kim Murphy
 - Human Resources – Evelyn Wilson, Kendra Howard
 - Records Management – Tim O'Toole
 - Information Technology – Jim Greer, Rafael Millan, Maral Guerra-Torres
- ✓ Developed meeting minutes, list of functional business requirements, and implementation considerations for CFX management
- ✓ Confirmed documented business requirements with key process owners to obtain feedback and agreement


ERP INSIGHTS AND CONSIDERATIONS FOR CFX

800+
ERP Business Requirements Defined



10+
Potential integration points with existing systems or platforms



4 

Functional areas and related processes will be impacted by new ERP

Finance, Procurement, HR, and IT



12
ERP Modules In Scope


4 

Key areas identified for process improvements with new ERP

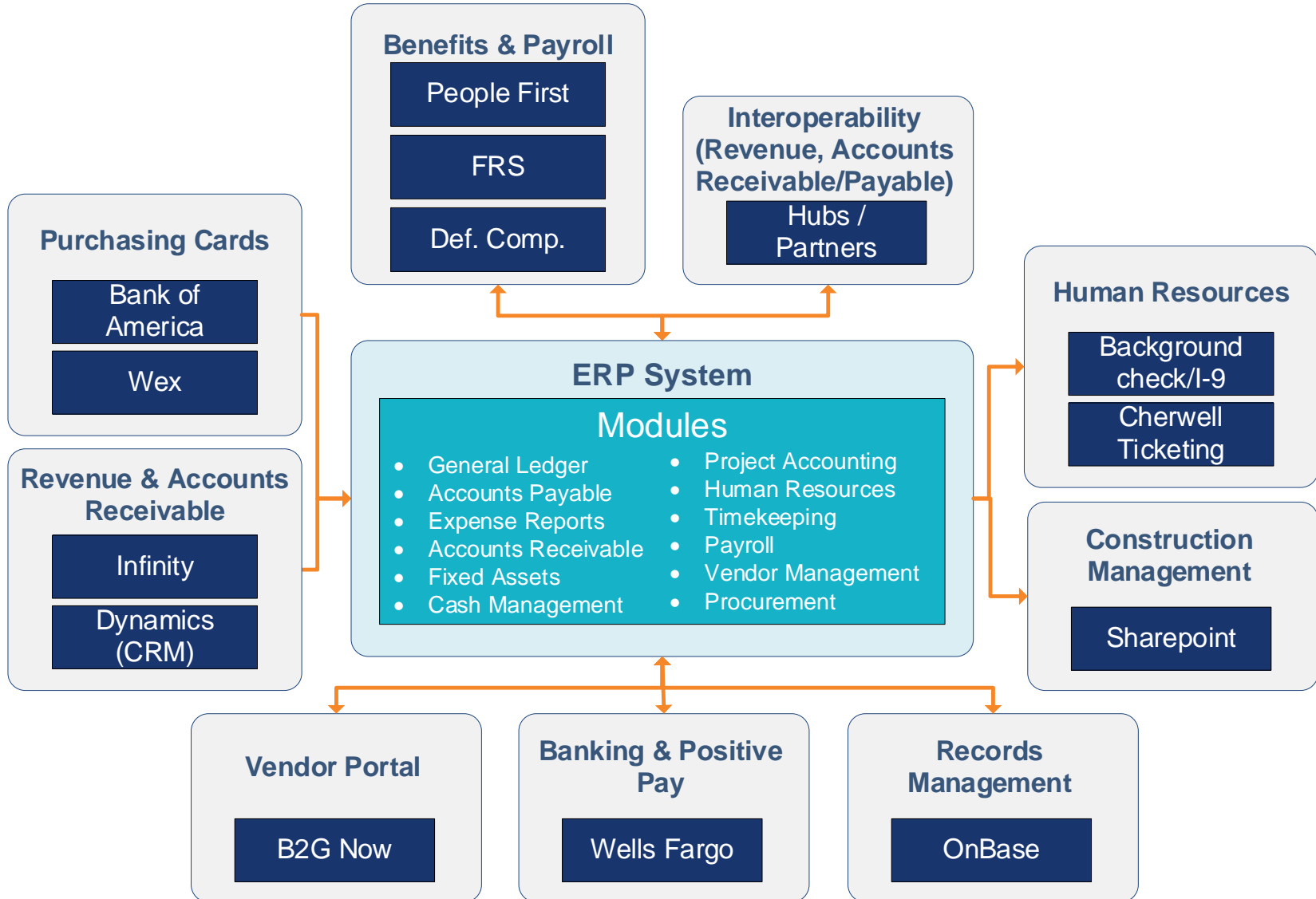
- Interoperability Partner Integrations
- Vendor Invoice and Approval Workflows
- Subcontractor Tracking and Reporting
- Supplier Diversity Tracking and Reporting

Ecosystem decisions to be made by CFX based on ERP procurement, design, and implementation activities

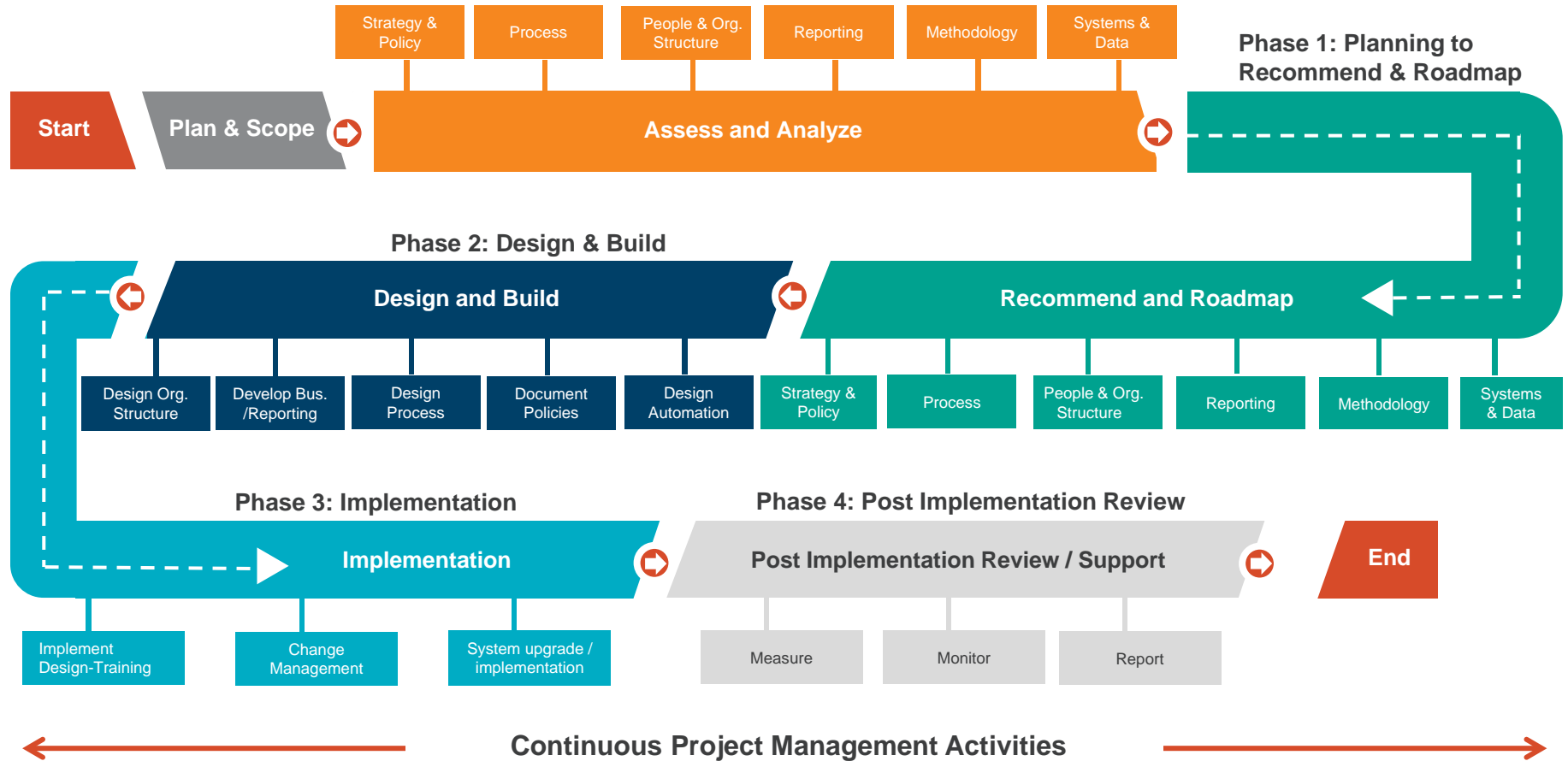
- Transponder Inventory Management
- Vendor Portal / Vendor Self-Service Platforms

HIGH Organizational Change Management impact across all departments 

POTENTIAL FUTURE-STATE SYSTEM ARCHITECTURE



ERP IMPLEMENTATION ROADMAP



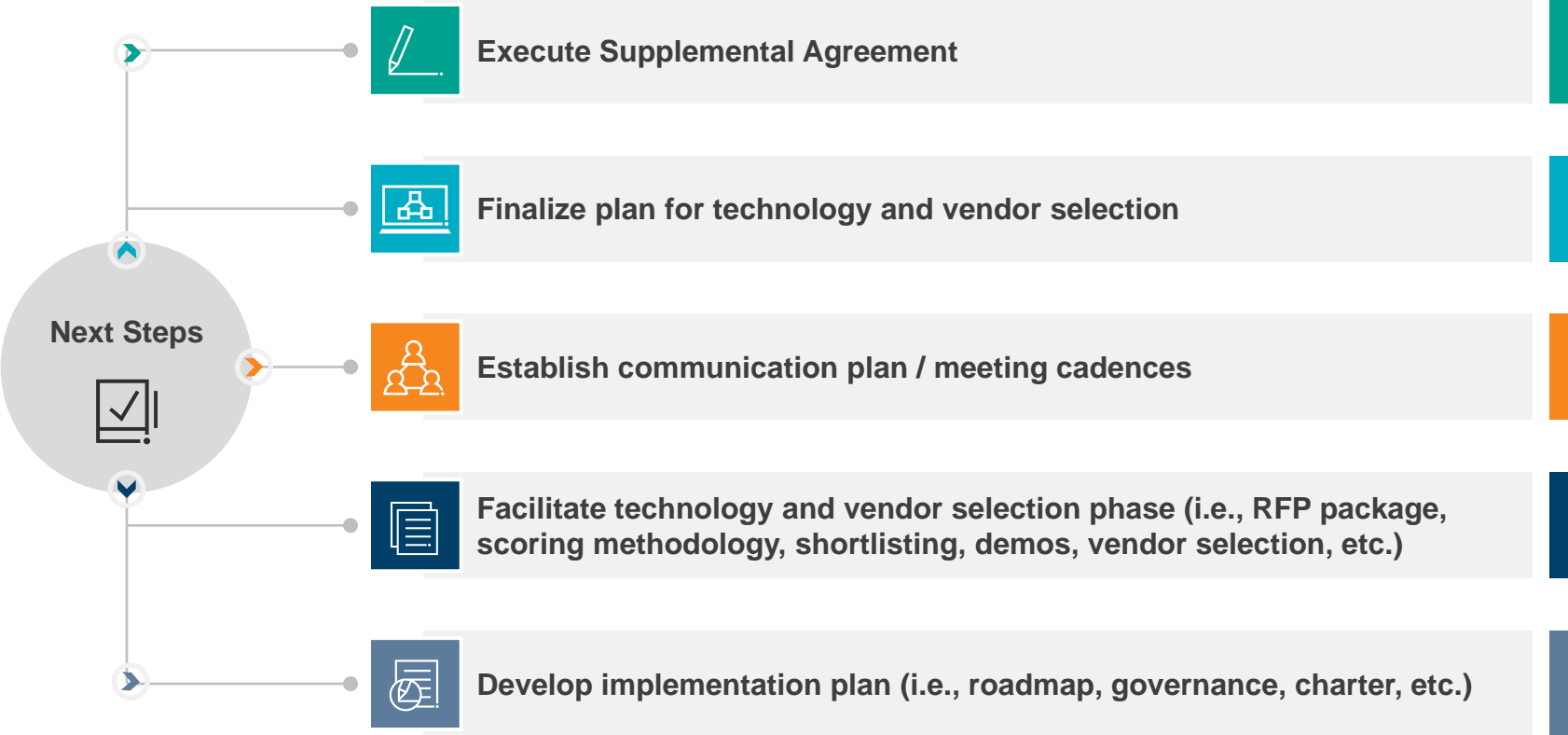
SUPPLEMENTAL AGREEMENT SCOPE AND ESTIMATES

Workstream**	Level	Estimated Hours	Estimated Fees*	Scope / Outcomes
Phase 1 - ERP Vendor Selection Support	Consultant/Senior Consultant	240	\$90,000	<ul style="list-style-type: none"> • Development of RFP and related components • Support for vendor evaluations and shortlisting • Facilitation of vendor demonstrations • Support for final vendor selection, contracting, and licensing
	Manager or above	260		
Phase 2 - ERP Design Support and Project Management	Consultant/Senior Consultant	480	\$160,000	<ul style="list-style-type: none"> • Estimated three-month design effort • Management and coordination of ERP design activities with system implementer • Development of design and implementation plan • Establishment of project governance and change management framework to facilitate stakeholder engagement • Design and identification of key financial controls enabled by future state solution • Support and documentation for technology design and build specifications • Development of conceptual future state business applications landscape and business processes including integrations across systems • Development of future-state impact analysis and process recommendations • Development of data migration strategy and plan
	Manager or above	480		
Total		1,460	\$250,000	

* Project estimates and budget for Phase 2 will be revisited upon completion of Phase 1 and technology selection

** Project and budget are already accounted for and approved in CFX's 5-Year Work Plan; Supplemental Agreement to Protiviti's contract to continue supporting CFX in this effort will be sent to the Board for approval

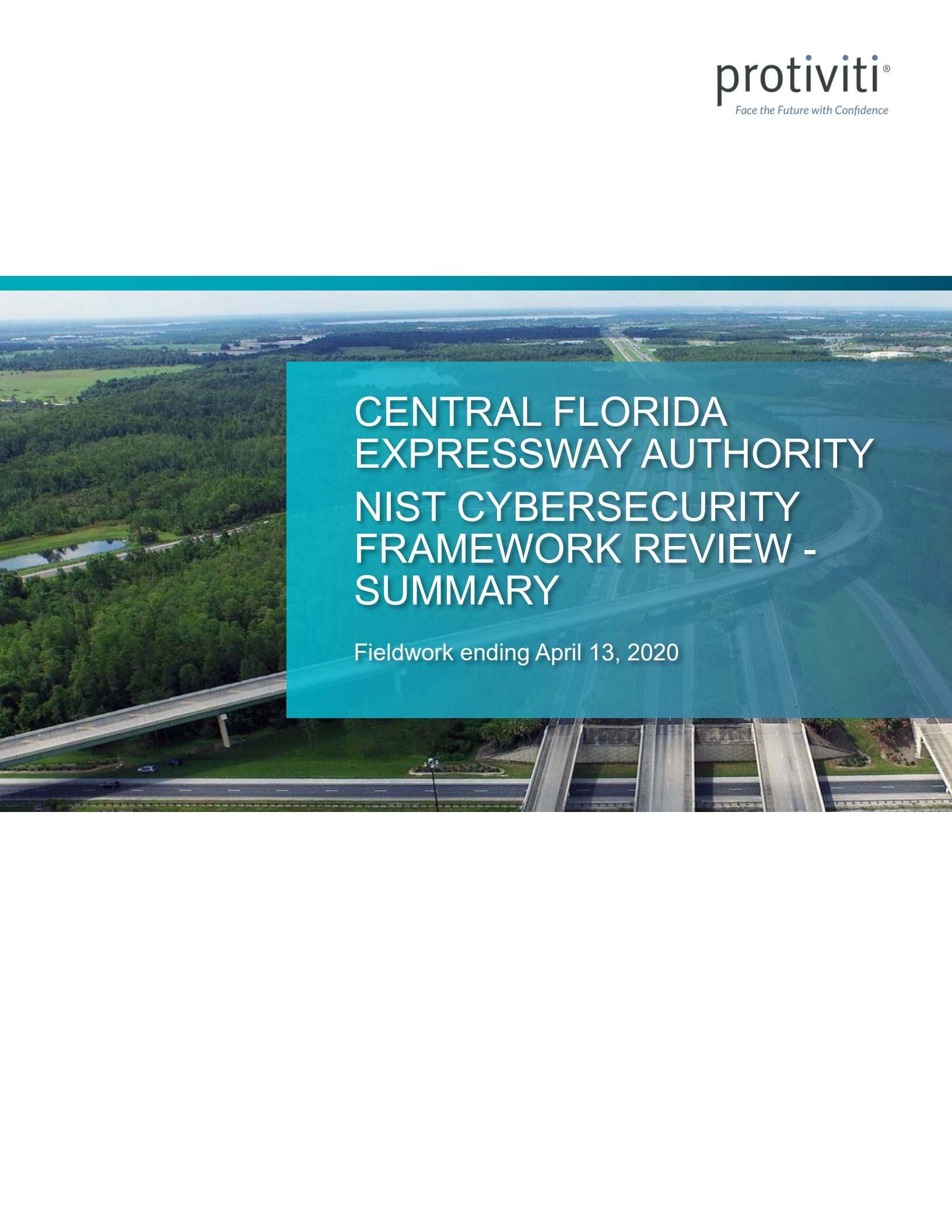
NEXT STEPS



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© 2020 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti[®]



CENTRAL FLORIDA EXPRESSWAY AUTHORITY NIST CYBERSECURITY FRAMEWORK REVIEW - SUMMARY

Fieldwork ending April 13, 2020

Disclaimer

This report is intended solely for the use of management of Central Florida Expressway Authority (“Client” or “CFX”) and is not to be used or relied upon by others for any purpose whatsoever. This report and the related findings and recommendations detailed herein provide management with information about the condition or risks and internal controls at one point in time. Future changes in environmental factors and actions by personnel may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

This report presents the results of a 2020 NIST Cybersecurity Framework Review performed by Protiviti (“Internal Audit” or “Protiviti”) during March and April 2020. The scope of the review focused on systems which store, process, or transmit sensitive data within the environment, and in particular, systems and applications not reviewed during other recent Internal Audit activities. This executive summary report is designed for the reader to understand the level of security assessed, to identify cybersecurity gaps, to identify areas of strength and weakness, and to develop a course of action to correct vulnerabilities and mitigate associated risks.

Information for this assessment was obtained from provided documents and interviews with CFX personnel. This information was reviewed and evaluated as part of this assessment. While the audit team believes to have identified the compliance gaps, areas for improvement, and recommendations, there can be no assurance an exercise of this nature will identify all compliance gaps, areas for improvement, or proposed recommendations to mitigate all exposures. This report identifies known findings detected during the test period. Considerable professional judgment is involved in evaluating the findings and developing our recommendations. Accordingly, it should be recognized others could evaluate the results differently and draw different conclusions. Findings identified may be in the process of remediation or may have already been corrected as of the issue date of the final report.

Additionally, this report contains information concerning potential vulnerabilities of CFX’s network(s)/system(s) and methods for exploiting them. The team recommends that special precautions be taken to protect the confidentiality of both this document and the information contained herein.

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I. Executive Summary

Background

In accordance with the Central Florida Expressway Authority (“CFX”) 2020 Audit Plan, Internal Audit (“IA”) performed a review of the information security practices and procedures currently in place, and compared them to the National Institute of Standards in Technology (“NIST”) Cybersecurity Framework (“CSF”). The NIST Cybersecurity Framework is widely recognized as the benchmark for assessing / creating overall information security programs. Fieldwork for the NIST Cybersecurity Framework Review was performed by Internal Audit during March and April 2020.

Objectives and Scope

The scope of the NIST Cybersecurity Framework Review focused on systems which store, process, or transmit sensitive data within the environment, and in particular, systems and applications not reviewed during recent prior IA activities. Prior IA activities included the Payment Card Industry Assessment, Driver and Vehicle Information Database (“DAVID”), and Department of Highway Safety and Motor Vehicles (“DHSMV”) assessments. The results of these prior assessments were relied upon during this assessment due to overlap in scope and cybersecurity controls reviewed. For systems and controls which were not reviewed during the prior assessments, IA performed the following procedures to review the cyber and data security program in place and to compare it against the NIST Cybersecurity Framework:

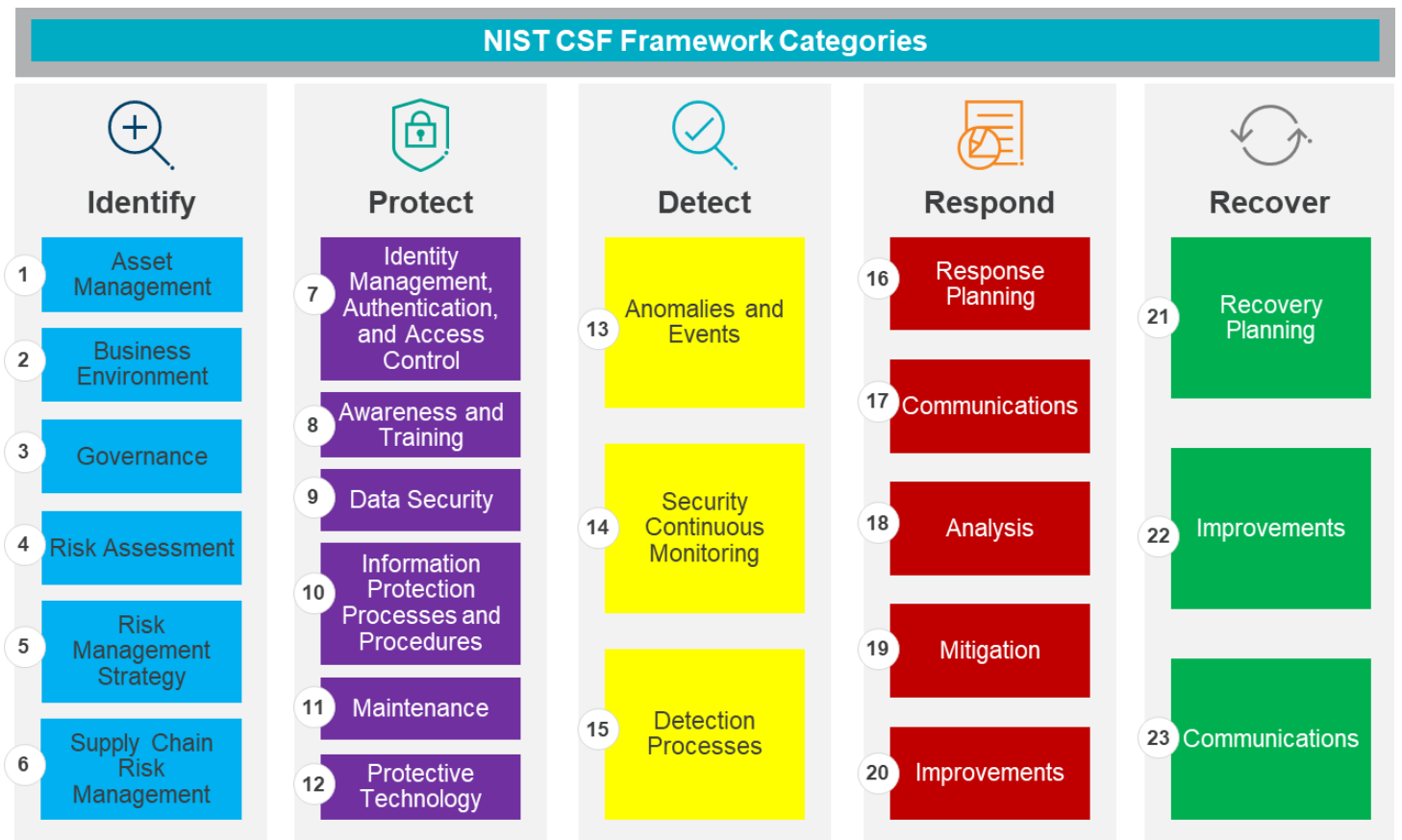
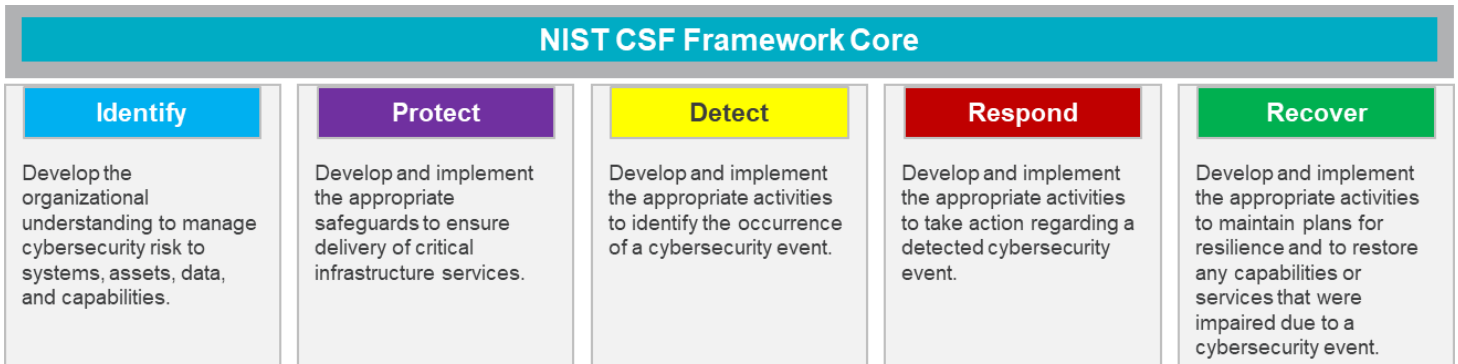
- Reviewed available documentation supporting the cybersecurity program.
- Identified key stakeholders and conducted interviews to understand current state views of the cybersecurity risk profile.
- Reviewed the formal cybersecurity risk assessment(s) and results.
- Reviewed the cyber and data security program in place and compared it against the 23 categories and 108 subcategories outlined in the NIST CSF to understand coverage of each risk, which included the following:
 - Identify: The organization’s approach to understanding and managing cybersecurity risk to systems, assets, data, and capabilities (6 categories / 29 subcategories)
 - Protect: The safeguards that have been developed and implemented to ensure delivery of critical infrastructure services (6 categories / 39 subcategories)
 - Detect: The activities developed and implemented to identify the occurrence of cybersecurity events (3 categories / 18 subcategories)
 - Respond: Developing and implementing the appropriate activities to take action regarding a detected cybersecurity event (5 categories / 16 subcategories)
 - Recover: Developing and implementing the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event (3 categories / 6 subcategories)

NIST CSF Categories and Subcategories are further described in the *NIST CSF Framework Overview* section of this report.

NIST CSF Framework Overview

The National Institute of Standards in Technology (“NIST”) Cybersecurity Framework (“CSF”) was created to evaluate and guide cybersecurity programs and has become a de facto standard across the US that is often looked to by regulators as a means to implement and evaluate tools, practices, and standards. Our approach leveraged the NIST CSF, other related frameworks (like COBIT and ISO), and our experience helping other organizations.

The Framework Core includes **5 functions**, **23 categories** and **108 subcategories** that serve as informative references based on industry best practices (COBIT, ISO/IEC 27001, NIST SP 800-53, SANS CSC):



Summary of Results

During this NIST Cybersecurity Framework Review, Internal Audit identified both strengths in the cybersecurity program as well as areas of opportunity to enhance the cybersecurity program, posture, or capabilities. The approach utilized included applying one of the following ratings to the current cybersecurity capabilities for each of the Categories and Subcategories included within the NIST Cybersecurity Framework:

- **No Improvement Opportunity Noted** – Cybersecurity policies and practices are formally approved and consistently applied. Controls are operating as intended.
- **Improvement Opportunity Noted** – Cybersecurity policies and practices are in place for portions of the control, but are not consistently applied, or are not applied uniformly across the agency. Controls could be strengthened or expanded to improve the overall cybersecurity posture.
- **Controls Not in Place** – Cybersecurity policies and practices are not formalized or implemented. Controls have not been designed to reduce relevant risks.

The high-level results of the NIST Cybersecurity Framework Review included the following:

- **No Improvement Opportunity Noted** for 18 of 23 Categories (78%); or 91 of 108 Subcategories (84%).
- **Improvement Opportunity Noted** for 5 of 23 Categories (22%); or 17 of 108 Subcategories (16%).
- **Controls Not in Place** for 0 Categories or Subcategories.

The NIST Cybersecurity Framework can be used by organizations not only to assess the cybersecurity program and identify areas for improvement, but also to prioritize and focus future efforts to continue to enhance the program. In this fashion, CFX Information Technology has developed a prioritized roadmap to incorporate the NIST Cybersecurity Framework assessment results into the existing strategic and technical plans for Information Technology and Cybersecurity.

The cybersecurity control categories rated as '**Improvement Opportunity Noted**' during the assessment have been grouped into eight (8) **Cybersecurity Initiatives** according to the related program areas. The Cybersecurity Initiatives include the following:

1. Disaster Recovery and Business Continuity Planning and Testing
2. Expansion of IT Vendor Management Program
3. Centralized IT Asset Management and Inventory
4. System Administration Enhancements
5. Expansion of Security Awareness Training
6. Enhancement of Data Disposal and Destruction
7. Incident Response Program Enhancement
8. Network Security Enhancement

Face the Future with Confidence

**CONSENT AGENDA ITEM
#12**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 20, 2020

SUBJECT: Approval of Second Contract Renewal with Hopping Green & Sams, P.A. for
Legal Counsel Services
Contract No. 001460

Board approval is requested for the second renewal of the referenced contract with Hopping Green & Sams, P.A. in the amount of \$99,000.00 for one year beginning on November 21, 2020 and ending November 20, 2021. The original contract was for one year with renewal options.

The services to be performed under this renewal includes providing legal counsel services.

Original Contract	\$ 49,999.00
Amendment No. 1	\$ 0.00
First Renewal	\$ 49,999.00
Second Renewal	<u>\$ 99,000.00</u>
Total	\$198,998.00

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

Reviewed by: *Woody Rodriguez*
Woody Rodriguez
General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001460**

THIS CONTRACT RENEWAL NO. 2 AGREEMENT (“Renewal Agreement”), is made and entered into this 12th day of November 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Hopping Green & Sams, P.A., hereinafter called the (“Counsel”). CFX and Counsel are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on July 9, 2018, CFX and the Counsel entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Counsel to provide legal counsel services to CFX concerning the Osceola County Parkway Extension project.

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 Counsel agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on November 21, 2020 and end on November 20, 2021 (“Renewal Term”), unless otherwise extended as provided in the Original Contract.
3. **Compensation for Renewal Term**. Counsel 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 \$99,000.00 (“Renewal Compensation”) but the compensation for attorneys shall be increased by \$25 to \$275 per hour and for paralegals by \$15 to \$110 per hour and shall add Amelia Savage as another attorney authorized to provide legal services. The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Counsel 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.

HOPPING GREEN & SAMS, 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: _____

**FIRST AMENDMENT
TO
CONTRACT NO. 001460**

19 SEP 9 PM 12:26

This First Amendment is made and entered this 9th day of September 2019, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida (Chapter 348, Part III, Florida Statutes), hereinafter called "CFX", and HOPPING GREEN & SAMS, P.A., and attorneys, Richard Brightman, Jason Merritt, and Gary Hunter, hereinafter collectively referred to as "COUNSEL."

WITNESSETH:

WHEREAS, in July 2018, CFX and COUNSEL entered into an agreement, designated as CFX Contract No. 001460, hereinafter "the Agreement";

WHEREAS, CFX and COUNSEL seek to extend the term of the Agreement by approximately four (4) months through November 20, 2019;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to extend the term of this Agreement with no additional increase in funding and to add CFX's standard miscellaneous terms and conditions.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Timeframe and Termination. Article V of the Agreement shall be amended by adding the text that is underlined and deleting the text that is stricken as follows:

The first term of the Agreement is for over one year commencing on July 9, 2018 and continuing through **November 20, 2019**, with four (4) one-year renewals at CFX's discretion. Future increases to the monetary cap shall require approval of CFX's governing board as set forth in the Procurement Policy and Manual. Your firm shall be paid for services rendered during that period. This agreement shall be deemed to have expired upon written notice from the General Counsel that all services are complete.

2. Authorized Attorneys. The attorneys affiliated with Hopping Green & Sams, P.A. who are authorized to render services to CFX under the Agreement are: **Richard Brightman, Jason Merritt, Gary Hunter, and Amelia Savage** at the previously agreed upon attorney rate.

3. Insurance. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement: (a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence; and (b) Workers' Compensation Coverage as required by Florida law. COUNSEL shall provide CFX with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in

a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

4. Inspector General. COUNSEL 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. COUNSEL agrees to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

5. Public Entity Crime Information. 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."

6. 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."

7. Public Records Retention. Pursuant to Section 119.0701(2), Florida Statutes, COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the COUNSEL is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, an excerpt of which is below.

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,
Email:PublicRecords@CFXWay.com, Central Florida
Expressway Authority, 4974 ORL Tower Road, Orlando,
Florida 32807.**

To the extent applicable, 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.

CFX has the right to unilaterally cancel or terminate the contract for the COUNSEL's refusal to allow public access to CFX's public records in its possession, if any.

8. Subcontractors. If, during the term of this Contract and any renewals hereof, COUNSEL desires to subcontract any portion(s) of the work to a subcontractor/subconsultant that was not disclosed by COUNSEL 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/subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), COUNSEL 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 COUNSEL until it has been approved by the CFX Board. In the event of a designated emergency, COUNSEL 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.

9. Laws of Florida; Venue. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

10. Code of Ethics. COUNSEL acknowledges that it is familiar with CFX's Code of Ethics and agrees to complete CFX's annual Potential Conflicts Disclosure Form with contract execution, annually by July 1, and in the event of changed circumstances.

11. COUNSEL will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

12. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

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

HOPPING GREEN & SAMS, P.A.

By: 

Print Name: Jason E. Merritt

Title: Vice-President / Treasurer

Date: 9/6/2019

ATTEST: 

(Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 

Director of Procurement

Print Name: Aneth Williams

Date: 9/9/19

Approved as to form and execution, only.

Linda B. Lanox for
General Counsel for the CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1
CONTRACT NO. 001460**

THIS CONTRACT RENEWAL (the "Renewal Agreement"), made and entered into this 10th day of October 2019, by and between Central Florida Expressway Authority, hereinafter called "CFX" and Hopping Green & Sams, P.A., herein after called the "Counsel."

WITNESSETH

WHEREAS, CFX and the Counsel entered into a Contract Agreement (the "Original Agreement") dated July 9, 2018, whereby CFX retained the Counsel to provide legal counsel services to CFX concerning the Osceola County Parkway Extension project; and

WHEREAS, pursuant to Section V of the Original Agreement, CFX and Counsel wish to enter into the first renewal the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Counsel agree to a first renewal of said Original Agreement beginning the 21st day of November 2019 and ending the 20h day of November 2020 at the cost of \$49,999.00 which amount 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.

HOPPING GREEN & SAMS, P.A.

BY: _____

Authorized Signature

Title: vice-president

ATTEST: _____ (SEAL)

Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____

Director of Procurement



'19 OCT 17 AM 10:50

If Individual, furnish two witness:

Witness (1) _____

Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

July 6, 2018

Gary Hunter, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street
Suite 300
Tallahassee, Florida, 32301
GaryH@hgslaw.com

2018 JUL 11 AM 11:30

RE: Central Florida Expressway Authority Retainer Agreement

Dear Mr. Hunter:

This letter sets forth the terms of engagement of Hopping Green & Sams, P.A. and attorneys, Richard Brightman, Jason Merritt, and Gary Hunter to provide legal counsel to the Central Florida Expressway Authority (“CFX”) concerning the Osceola County Parkway Extension project as outlined below.

I. SCOPE OF SERVICES

You will serve as legal counsel to CFX to render legal services regarding the legal implications and processes attendant to implementing various potential alignments for the Osceola County Parkway extension project.

It is understood that the General Counsel is designated as the representative of the CFX pursuant to this agreement. All communications pertaining to the work performed hereunder shall be addressed to Joseph L. Passiatore, General Counsel, or his designee, 4974 ORL Tower Road, Orlando, Florida 32807, telephone number (407)690-5381.

II. COMPENSATION FOR SERVICES RENDERED

The three attorneys who are authorized to render services are: **Richard Brightman, Jason Merritt, and Gary Hunter**. Your fees for services rendered in connection with the above referenced case shall be calculated on an hourly basis by multiplying the actual and reasonable time spent by attorneys and paralegals by the following hourly rates:

Attorney	\$250.00 per hour
Paralegal	\$95.00 Per hour

Fees paid under this engagement shall not exceed \$49,999.00. Any other type of billing or time keeping which allows compensation for time not actually spent by you, such as any type of multiplier or unit billings, is not permitted. Therefore, it will be a material breach of these terms of engagement for you to submit for payment any statement for services rendered which either (i) overstates the amount of time actually spent by a member or employee of your firm pursuant to this engagement letter, or (ii) includes time spent by any person other than a shareholder, associate lawyer, or paralegal affiliated with your firm.

CFX will not provide a retainer. Furthermore, there shall be no increase in the rate or fee cap set forth above without prior written approval of the CFX General Counsel.

III. COST REIMBURSEMENT

Your firm will be reimbursed for necessary travel express, but only pursuant to Section 112.061, Florida Statutes.

Your firm will also be reimbursed for the following out-of-pocket expenses, but only at cost and only to the extent they are incurred directly in connection with the scope of services described in this letter: court reporter and deposition transcripts with associated exhibits.

Your firm will not be reimbursed for expenses such as telecopy, local telephone, internal word processing, data processing, computer research, copying costs, courier or other services that would be deemed to be apart of your firm's overhead expenses. However, your firm will notify the CFX General Counsel of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Express written approval of the CFX General Counsel is required before incurring extraordinary expenses such as the retention of consultants or out-of-state travel.

IV. PAYMENT

You will submit statements of your fees each month for services rendered and costs incurred. Statements should be delivered to CFX General Counsel.

These statements should, to the greatest extent possible, provide detailed descriptions of the legal services rendered, including the individual tasks performed, the attorney who performs the services, the date performed, and the time spent on each task.

The portion of the statement setting forth out-of-pocket costs to be reimbursed shall contain an itemization of all such costs and receipts, if applicable.

Payments will be made with the Prompt Payment Act codified at Sections 255.0705-255.078, Florida Statutes.

V. TIMEFRAME AND TERMINATION

The Term of this agreement is for one year commencing on **July 9, 2018**. Future renewal or increases to the monetary cap shall require approval of CFX's governing board. Your firm shall be paid for services rendered during that period. This agreement shall be deemed to have expired upon written notice from the General Counsel that all services are complete.

VI. TERMINATION FOR CONVENIENCE

You will serve under this engagement letter at the pleasure of the CFX and the engagement may be terminated at any time, with or without cause, without penalty. If terminated, you will be paid for all services rendered and costs incurred to the date of termination and subject to the conditions set forth above.

VII. REPRESENTATION, COVENANTS AND WARRANTIES

By executing this engagement letter, you represent, covenant, and warrant to CFX as follows:

- A. You have experience and expertise in the processing of administrative applications to State agencies for the utilization of State lands for infrastructure and transportation facilities;
- B. The firm is not representation and will not represent, without prior written approval from CFX during this period of this engagement letter any client in any judicial or administrative proceeding in which CFX is an adverse party;
- C. CFX acknowledges that the firm represents Farmland Reserve Inc., and shall not be requested by CFX to take actions adverse to that client's interests;
- D. The firm has not represented, is not representing, or will represent any clients if such representation has violated, violate or will violate traditional ethical standards imposed by the rules governing conflicts of interest as are embodied in the Rules Regulating the Florida Bar, especially Rules 4-1.7, 4-1.8, 4-1.9 and 4-1.10;
- E. The firm will advise CFX General Counsel immediately if representation of another client could adversely affect the judgement or quality of services to be rendered by the firm in its representation of CFX and/or result in a material or direct conflict of interest; and
- F. You have sufficient time to execute and fulfill duties contemplated by this engagement and are not burdened or other constraints that would interfere in any material respect with the firm's obligations hereunder.

VIII. MISCELLANEOUS

- A. Assignment. As stated above, the services to be rendered under this engagement letter are personal and may not be assigned, directly or indirectly, to any other person or firm.
- B. Amendments. This engagement letter may be amended only by written instruments signed by the firm and CFX.
- C. Independent Contract Status. You are an independent contractor in the performance of legal services hereunder. You shall not hold yourself out as an employee, agent, or servant of CFX. You do not have the power or authority to bind CFX in any settlement promise, agreement or representation other than as may be expressly provided in this engagement letter.

Your acceptance of the terms of this agreement is to be evidenced below. This engagement letter shall not take effect, and neither you or CFX shall be bound hereby, unless and until this letter is signed by you and CFX.

Sincerely,



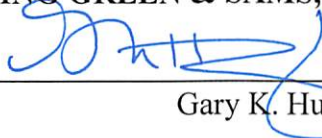
Joseph L. Passiatore
General Counsel

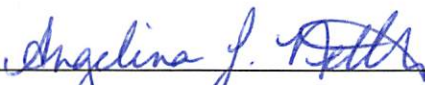
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IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below.

APPROVED BY:

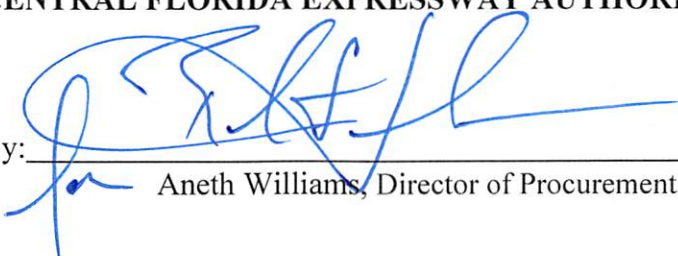
HOPPING GREEN & SAMS, P.A.

By:  _____
Gary K. Hunter, J.R., President

Attest:  _____ (Seal)

Date: 7/10/18 _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:  _____
Aneth Williams, Director of Procurement

Approved as to form and execution, only.

 _____
Joseph L. Passiatore, General Counsel for CFX

2018 JUL 11 AM 11:30

**CONSENT AGENDA ITEM
#13**

MEMORANDUM

TO: CFX Board Members

FROM: Laura Newlin Kelly, Associate General Counsel *Laura Newlin Kelly*

DATE: October 26, 2020

RE: First Amendment to Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority (“TWA”) and the Central Florida Expressway Authority (“CFX”) Project No. 538-165

BACKGROUND

On June 11, 2020, TWA and CFX entered into an Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and the Central Florida Expressway Authority (“Interlocal Agreement”), whereby CFX agreed to undertake and manage the decommissioning and removal of two existing wastewater force mains and a reclaimed water main, and the design, engineering, permitting and construction of the replacement force mains and reclaimed water main (collectively, “Project”) as a part of the Poinciana Parkway Extension Project, subject to reimbursement from TWA for 100% of the costs and expenses associated with the Project. A copy of the Interlocal Agreement is attached hereto as **Attachment “A”**.

Pursuant to the terms of the Interlocal Agreement, TWA agreed to pay up to \$1,758,600 for the Project, which included a ten percent (10%) construction contingency (collectively, the “Estimated Construction Budget”). When the design build firm for the Poinciana Parkway Extension Project received the bids for the Project, the estimated construction budget increased to \$2,504,568.00 (“Construction Budget”). Since the Construction Budget exceeded the Estimated Construction Budget, a formal amendment to the Interlocal Agreement is necessary to recognize the increase in the Construction Budget, and TWA’s acceptance of the increased construction costs outlined in the Construction Budget. A copy of the proposed First Amendment to Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between TWA and CFX is attached hereto as **Attachment “B”** (“First Amendment”).

Staff is recommending that the CFX Board approve the First Amendment, subject to any minor or clerical modifications or revisions approved by the General Counsel or his designee.

REQUEST

CFX Board's approval of the First Amendment to Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between TWA and CFX in a form substantially similar to the attached First Amendment, subject to any minor or clerical modifications or revisions approved by the General Counsel or designee.

ATTACHMENTS

- A. Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and the Central Florida Expressway Authority

- B. First Amendment to Interlocal Agreement Regarding Relocation of Utilities Along SR 538 Between Tohopekaliga Water Authority and the Central Florida Expressway Authority

Reviewed by: Woody Rodriguez

A A A

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF UTILITIES ALONG SR 538**

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF UTILITIES ALONG STATE ROAD (“SR”) 538 (“Agreement”), effective as of the last date of execution (“Effective Date”), is entered into by and between **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 941 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“TWA”) and **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 (“CFX”) (each, a “Party and, collectively, the “Parties”).

RECITALS

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (“CFX Act”) to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, TWA was created by special act of the Florida Legislature, Chapter 2003-368, Laws of Florida (the “TWA Act”) to, among other things, carry out the provision of potable and nonpotable water and wastewater services and facilities in areas of Osceola County and adjacent areas Florida, and was granted all powers necessary and convenient to conduct business, including the power to contract with other public agencies; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the Parties to enter into an interlocal agreement; and

WHEREAS, TWA is the owner of two existing wastewater force mains (“Existing FM”) and one existing reclaimed water main (“Existing RWM”) crossing SR 538, constructed in 2002 and modified in 2016 by the original construction of SR 538 (F/K/A Poinciana Parkway) by CFX’s predecessor-in-interest, the Osceola Expressway Authority; and

WHEREAS, CFX intends to construct a four-lane divided roadway along the existing SR 538 alignment and improve the interchange of SR 538 and Cypress Parkway to accommodate the future eastern extension of SR 538 (“SR 538 Project”), necessitating the decommissioning, removal, relocation and replacement of TWA’s Existing FM and Existing RWM, from approximately SR 538 Station 867+00.00 to Station 884+40.00 along the existing TWA access driveway, all as part of CFX Project 538-165 and more particularly depicted on Exhibit “A” attached hereto and incorporated herein by reference (“Project”); and

WHEREAS, CFX intends to procure the firm responsible for the design and construction of the SR 538 Project (“Design Build Firm”) through a design-build request for proposal in accordance with the requirements of Section 287.055, Florida Statutes; and

WHEREAS, the Design Build Firm will be responsible for the design, permitting and construction of the Project, on behalf of TWA, during the design, permitting and construction of the SR 538 Project in accordance with the terms and conditions hereof, provided; however, the Project will not include the replacement of any of TWA's existing force main or reclaimed water main beyond the Project limits set forth in **Exhibit "A"** attached hereto; and

WHEREAS, in order capitalize on the economic efficiencies of design, permitting and constructing the Project during the design, permitting and construction of the SR 538 Project, CFX and TWA desire to enter into this Agreement to set forth the terms and conditions for decommissioning the Existing FM and Existing RWM (collectively, "Existing Lines") and constructing the relocation and replacement wastewater force mains and the replacement reclaimed water main ("Replacement FM" and "Replacement RWM"), and the connection thereto, to accommodate the improvements related to the SR 538 Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. **Recitals**. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.

2. **Project Managers**. Each of the Parties shall designate an authorized representative to oversee and manage the planning, design, construction and development of the Project (individually, the "Project Manager," collectively, the "Project Managers"). TWA hereby designates Edwin Matos, PE, as its Project Manager (the "TWA PM"). CFX hereby designates Will Hawthorne as its Project Manager (the "CFX PM"). Either of the Parties may elect to substitute their respective Project Manager by notice to the other Party in accordance with Section 21 hereof.

3. **Planning and Design Process**.

a. **Conceptual Plan**. On April 14, 2020, TWA delivered to CFX's representative a Conceptual Plan, as hereinafter defined, along with specifications and other criteria for the design of the Project for CFX to incorporate into the advertisement for a request for proposals for the Design Build Firm ("RFP"). The "Conceptual Plan" shall refer to the conceptual design plan, specifications and criteria reasonably necessary for the Design Build Firm to develop engineered construction plans, specifications, drawings or amendments thereto, and any other documentation reasonably required to specify the size, character and design of the improvements required for the construction of the Project ("Construction Plans").

b. **Selection of Design Build Firm**. Upon receipt of the Conceptual Plan, CFX will issue a RFP for procurement of the Design Build Firm responsible for the design, permitting and construction of the SR 538 Project, which RFP shall include the Project. CFX shall select and procure the Design Build Firm in accordance with CFX's procurement process and Section 287.055, Florida Statutes. CFX reserves the right to replace or substitute the Design Building Firm at any time with the approval of TWA, which approval shall not be unreasonably i. delayed, ii. conditioned, or iii. withheld. Subject to the provisions hereof, the Design Build Firm shall use a professional engineering firm ("Design Consultant") to design and permit, if necessary, the Project.

c. **Design and Construction Plans**. CFX, through the Design Consultant, shall prepare the Construction Plans required by CFX for the design and construction of the Project. The

Construction Plans shall be the property of CFX, but will be irrevocably licensed by CFX for the use of TWA in perpetuity, subject to the reimbursement provisions set forth below. The Construction Plans shall be signed and sealed by the Design Consultant and certified for use and reliance by TWA.

d. Review of Construction Plans. TWA, through the TWA PM, shall have the right to review and approve the Construction Plans related to the Project during the design and development of the Project (collectively, "Design Review"), which approval shall not be unreasonably i. conditioned, ii. withheld, or iii. delayed. CFX shall coordinate with the TWA PM to provide TWA with a complete set of the Construction Plans for the Project necessary for TWA PM to determine, in its reasonable discretion, if the Project meets the intent of the RFP and the Conceptual Plans of TWA. No later than twenty days following TWA PM's review of the Construction Plans, the TWA PM shall notify CFX of any revisions, corrections, value engineering, upgrades or enhancements to the Project as depicted in the Construction Plans as may be reasonably required or desired by TWA.

CFX and TWA understand and acknowledge that the Construction Plans will include portions of the SR 538 Project not otherwise included in the Project, and as such, TWA, acting through its TWA PM, shall only have the right to approve, or deny approval of, those portions of the Construction Plans related to the Project. Any denial of approval by TWA shall be in accordance with the notice provision set forth herein and shall set forth with reasonable specificity the specific elements that are not approved, and shall specify what changes are reasonably necessary in order for approval to be obtained. Notwithstanding the foregoing, TWA's right to inspect the Project as set forth herein shall be separate and distinct from any permitting and inspection requirements otherwise required hereunder.

4. Applicable Permits and Approvals. Prior to any obligation by CFX to commence construction of the Project, TWA shall obtain a utility permit or any other permit reasonably required by CFX for construction of third-party utilities within the limited access right-of-way of SR 538.

5. Design and Construction Schedule. The timeline to design and construct the SR 538 Project is currently estimated to be 36 months as more particularly outlined in Exhibit "B" attached hereto and incorporated herein by reference ("Preliminary Construction Schedule"). TWA acknowledges and understands that the Preliminary Construction Schedule is an estimate for reference only, and in no event shall CFX be liable or responsible if the timing of the Project differs from the estimates set forth in the Preliminary Construction Schedule.

6. Design and Construction Budgets.

a. Estimated Construction Budget. The cost to design and construct the Project is currently estimated to be \$1,600,000 as more particularly outlined in Exhibit "C" attached hereto and incorporated herein by reference ("Estimated Construction Budget"). TWA shall not be liable or responsible for costs related to the design, permitting, and construction that exceed \$1,758,600 (which represents the Estimated Construction Budget plus a reasonable contingency of 10% of the Estimated Construction Cost [the "Project Not-To-Exceed Amount"]), without formal amendment to this Agreement. The TWA Executive Director must approve the expenditure of any contingency related to the Project.

b. Construction Budget.

i. Preparation of Construction Budget. After completion and approval of the Construction Plans, CFX shall cause the Design Build Firm, with input from the Design

Consultant and receipt of the lowest bids from the subcontractors, to develop the Construction Budget, which shall consist of (a) a line item budget for the out-of-pocket hard and soft costs incurred by CFX associated with the design, permitting, engineering, development and construction of the Project, including, without limitation, the design, permitting, engineering and construction costs, reimbursable expenses, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the Project in accordance with the design build agreement executed by CFX, as may be amended from time to time (“Design and Construction Costs”), (b) any and all costs associated with the decommissioning, closure and removal of the Existing Lines; (c) the construction contingency in the amount of ten percent of the total Design and Construction Costs (“Construction Contingency”), and (d) the construction, engineering, and inspection consultant’s fee in the amount of six percent of the Design and Construction Costs plus the Construction Contingency (“CEI Fee”). The Design and Construction Costs, Construction Contingency, and CEI Fee shall be collectively referred to herein as the “Total Project Costs.” CFX may, in its sole and absolute discretion, cause the Construction Budget to be prepared by the Design Build Firm for the entirety of the SR 538 Project and in such event, the Construction Budget shall specifically identify and segregate the Total Project Costs attributable to the Project. If the Construction Budget related to the Total Project Costs attributable to the Project (also referred to as the “Project Construction Budget”) exceeds the Project Not-To-Exceed Amount, then a formal amendment to this Agreement is required.

ii. Review of Construction Budget. Upon receipt of the Construction Budget, CFX shall provide to TWA a copy of the Construction Budget for review and approval which shall outline the Total Project Costs attributable to the Project to be paid by TWA (“TWA’s Share”). TWA shall have ten business days from receipt of the Construction Budget to provide notice to CFX of TWA’s intent to approve or deny the Project Construction Budget if the Project Construction Budget is equal to or less than the Project Not-to-Exceed Amount, which approval shall not be unreasonably i. withheld, ii. conditioned, or iii. delayed. If the Project Construction Budget exceeds the Project Not-To-Exceed Amount, then TWA shall provide notice to CFX of TWA’s intent to approve or deny the Project Construction Budget within 45 days from receipt of the Construction Budget. Failure to approve or deny the Project Construction Budget within the required time period shall constitute a rejection of the Construction Budget.

iii. Acceptance of the Construction Budget. TWA’s acceptance of the Construction Budget shall constitute TWA’s agreement to pay one hundred percent (100%) of the Total Project Costs, subject to any Change Orders (hereinafter defined) in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (2019) (“Payment Period”). TWA agrees and acknowledges that the Total Project Costs shall be invoiced by the Design Build Firm on a monthly basis based on the work in place and as such, TWA shall be prepared to submit payments of TWA’s Share within said Payment Period.

iv. Rejection of the Construction Budget. In the event TWA denies approval of the Construction Budget, TWA shall provide notice to CFX of such denial and shall outline with reasonable specificity the reason or deficiency for such rejection (“Rejection Notice”). Within ten business days of the Rejection Notice, CFX may, in its sole and absolute discretion, elect to cure any issue or deficiencies outlined in the Rejection Notice by providing TWA notice of such election (“Cure Notice”). In the event CFX fails to issue a Cure Notice, TWA and CFX agree that TWA shall, at its sole cost and expense, design, permit and construct, or cause to be designed, permitted and constructed, the Project no later than one hundred eighty days from the Rejection Notice, subject to the requirements of, and rights of CFX pursuant to, Section 7.c. hereof. In the event TWA rejects the Construction Budget, CFX shall be relieved of any and all obligations hereunder to design, permit or construct the

Project, and TWA shall otherwise reimburse CFX for any and all costs incurred by CFX associated with the design, engineering, and permitting of the Project within thirty (30) days of the Rejection Notice ("Reimbursement Costs"). Failure to pay the Reimbursement Costs outlined herein shall constitute a default under this Agreement.

7. **Construction of the Project.**

a. **Commencement and Administration of Construction.** CFX, through the Design Build Firm, shall use its best efforts to commence construction of the SR 538 Project within one hundred twenty days of approval of the Construction Budget by TWA. Once construction has commenced on the SR 538 Project, CFX shall cause the Design Build Firm to diligently and in good faith proceed with the construction of the SR 538 Project in general accordance with the Preliminary Construction Schedule, subject to (i) any revision prior to the commencement of construction, (ii) any revisions during the pendency of construction if in an agreed upon Change Order, and (iii) Force Majeure (defined below). CFX and TWA agree and acknowledge that CFX shall have the right to direct the Design Build Firm and the construction of the SR 538 Project and the Project; provided, however, such construction directives shall comply with the Construction Plans, as approved by CFX and TWA.

b. **Conformance with Construction Plans and Change Orders.** The construction of the Project shall be in substantial conformance with the Construction Plans. During the course of the work on the Project, if either CFX or TWA observes, or otherwise become aware of, any defects, conflicts, or necessary changes to the Project that requires a change to the Construction Plans as they existed as of the date of issuance of the notice to proceed ("Change Order"), that Party shall immediately notify the other Party of such Change Order. To the extent feasible, the Change Order shall include any and all costs and expenses associated with the Change Order and the impact on TWA's Share ("Change Order Costs") and any time extensions required to complete the work outlined in the Change Order ("Time Extensions"). TWA and CFX agree that time is of the essence in making any decisions or interpretations as to any Change Orders with respect to design, materials, and other matters pertinent to the Project covered by the construction contract so as to not materially delay the work of the Design Build Firm and the completion of the SR 538 Project. The Design Build Firm, not TWA, shall be responsible for any costs associated with Change Orders required due to design defects or issues resulting from deviations from the TWA-provided Conceptual Plans or TWA standards and specifications relating to the construction of wastewater force main and reclaimed water main.

i. **Approval of Change Order by CFX.** In the event CFX determines that a Change Order is necessary for the Project, CFX shall provide notice to the TWA PM detailing the content and extent of the Change Order. Any Change Order that directly or indirectly affects the Project shall be subject to the review and approval of the TWA PM and shall be approved or denied within ten business days of receipt by the TWA PM. Change Orders that directly or indirectly affect the Project and require the expenditure of Construction Contingency require the approval of the TWA Executive Director and shall be approved or denied within ten business days by TWA. In the event the cumulative Change Order Costs exceed the Construction Contingency, the Change Order and the Change Order Cost shall be subject to amendment of this Agreement. Change Orders affecting the SR 538 Project but not affecting the Project shall not require TWA's approval. Unless the Change Order Costs exceed the Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs approved by TWA shall be deducted from the Construction Contingency.

ii. **Approval of Change Order by TWA.** In the event TWA determines that a Change Order is necessary for the Project, TWA shall provide notice to the CFX PM detailing the

content and extent of the Change Order. Within ten business days of receipt of notice of the Change Order, CFX PM shall review the Change Order and provide notice of its approval or disapproval of the Change Order, which approval shall not be unreasonably i. withheld, ii. conditioned or iii. delayed. Unless the Change Order Costs exceed the Construction Contingency or unless otherwise agreed upon by the Parties, any Change Order Costs approved by TWA shall be deducted from the Construction Contingency. Any Change Order Cost that relates to the Project, in whole or in part, that exceeds or causes the exceedance of the Project Not-To-Exceed Amount must be approved by amendment to this Agreement.

iii. Change Directive. In the event (a) TWA denies a Change Order where the cumulative Change Order Costs exceed the Construction Contingency, and (b) such denial would otherwise impact the critical schedule for completion of the SR 538 Project, CFX may, in its sole and absolute discretion, elect to direct the Design Build Firm to proceed with any Change Order reasonably necessary to ensure the completion of the SR 538 Project in accordance with the Preliminary Construction Schedule incorporated into the Design Build Firm's agreement, subject to the resolution of the Change Order Costs in accordance with Section 7.b.iv below. The Change Order will be processed by CFX with the Design Build Firm as a directive and at CFX's sole risk until the Change Order Costs can be resolved. Notwithstanding the foregoing, in the event TWA fails to agree to any Change Order Costs in excess of the Construction Contingency related to the Project, CFX, reserves the right to cease construction of the Project until such time as TWA, CFX, the Committee (hereinafter defined), and Design Build Firm reach a resolution on the costs in excess of the Construction Contingency. In no event shall CFX be responsible for completing the Project, or incur any costs related to the design, permitting or construction of the Project, in the event TWA fails to pay any Change Order Costs above the Construction Contingency.

iv. Committee. In the event TWA is not in agreement any Change Order, the Parties agree and understand that the Change Order Costs shall be heard and resolved by a committee ("Committee") composed of CFX's Chief of Infrastructure or his designee, the TWA Executive Director or his designee, and a third member selected by the other two. The Parties agree to be bound by the final determination of the Committee as to whether the Change Order Costs shall be paid and the Party responsible for paying such Change Order Costs. Such Committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three business days from the time the Committee first considers it, unless a majority of the Committee consisting of two-thirds (2/3) of the members agrees otherwise.

In the event the Committee denies a Change Order or the Change Order Costs, then CFX shall have the right to reject the Change Order, discontinue the construction work on the Project or otherwise take any and all action reasonably necessary to mitigate additional costs to CFX related to the Change Order and the Project, and TWA shall, at its sole cost and expense, assume the responsibility for completing the construction of the Project in accordance with, and subject to the requirements of, Section 7.c. hereof. In the event of such denial of the Change Order, TWA shall remain liable for any and all Total Project Costs incurred by CFX up to and including the date of the denial of the Change Order by TWA.

v. Emergency Change Orders. In the event a situation arises that constitutes an emergency or threat to the health, safety and welfare of the general public, CFX, TWA, or the Design Build Firm or any of their agents, employees, contractors, invitees, users, guests or consultants, CFX will have the authority to execute any Change Order or change directive reasonably necessary to cure said emergency or threat without the prior consent of TWA, provided; however, CFX

shall provide such notice and opportunity for TWA to consent to such Change Order as soon as reasonably possible thereafter. In the event of such emergency or threat to public health, safety or welfare, CFX may elect, in its reasonable discretion, to use the TWA's Construction Contingency provided for in the Total Project Costs.

vi. Dispute with Design Build Firm. In the event there is a dispute between the Design Build Firm and CFX, pertaining to an issue relating to Project, TWA shall have the right to attend any dispute resolution proceeding and provide input to the CFX PM. TWA shall be responsible for payment resolutions or liability arising from the Design Build Firm's or subcontractor's disputes or delay claims arising or resulting from design, engineering, permitting, development or construction of the Project as a result of the Design Build Firm's proper use and reliance on the Conceptual Plan and other information provided by TWA for the purpose of the design or construction of the Project, or any claims resulting from activities or representations of TWA, or TWA PM, if such claims are payable pursuant to a final order as a result of arbitration, a judicial proceeding, or other binding dispute resolution proceeding, provided that TWA was made a party to any dispute resolution proceeding.

c. Construction by TWA. In the event of a Change Order is denied, TWA shall, at its sole cost and expense, assume the responsibility of completing the design, permitting and construction of the Project within the earlier of (a) one hundred eighty (180) days from the denial of the Change Order; or (b) eighteen (18) months from the issuance of a notice to proceed with construction for the SR 538 Project ("Project Deadline"). TWA shall take any and all action reasonably necessary to commence the construction of the Project within 120 days from the date of the denial of the Change Order. In the event TWA either fails to commence the design, permitting and construction of the Project in accordance with this Section, fails to continuously prosecute the performance of the same to completion with due diligence, or fails to complete the construction of the Project by the Project Deadline, CFX may, upon thirty (30) days prior notice and opportunity to cure to TWA, elect, at CFX's sole and absolute discretion, to terminate TWA's utility permit and otherwise complete construction of the Project, at the sole cost and expense of TWA, which costs and expenses may include, without limitation, any and all acceleration or Change Order costs reasonably required to complete the construction of the Project by the Project Deadline.

8. Completion of Construction.

a. Final Project Costs. Upon completion of the Project, CFX shall provide to TWA a written statement ("Final Invoice") setting forth and reconciling TWA's Share of the actual out-of-pocket hard and soft costs actually accrued by CFX associated with the design, permitting, engineering, development and construction of the Project, including, without limitation, the design, permitting, engineering and construction costs, the decommissioning, closure and removal of the Existing Lines, reimbursable expenses, construction administration or general contractor fees, general expenses or general requirements incurred by CFX to construct the Project in accordance with the design build agreement executed by CFX, as may be amended from time to time, any Change Order approved by TWA, the use of the Construction Contingency, and the CEI Fee (collectively, "TWA's Final Construction Cost"). TWA shall pay TWA's Final Construction Cost to CFX in accordance with the Florida Prompt Payment Act.

b. Additional Project Costs. In the event TWA's Final Construction Cost reflected on the Final Invoice exceeds the Total Project Costs ("Additional Costs"), CFX shall provide such additional written documentation reasonably requested by TWA to review, approve and fund the Additional Costs, which approval shall not be unreasonably i. withheld, ii. conditioned or iii. delayed.

TWA shall have ten business days thereafter to make objection to TWA's Final Construction Cost and the Additional Costs by notifying CFX of any such objection. TWA shall pay CFX an amount equal to TWA's Final Construction Cost in accordance with the Florida Prompt Payment Act. In the event TWA fails to pay an invoice for the TWA's Final Construction Cost or the Additional Costs in accordance with the Florida Prompt Payment Act, CFX shall have the right to exercise any and all rights in law or equity.

9. **Dispute Resolution.** In the event a dispute arises between TWA and CFX related to any approvals required hereunder related to the Project Construction Budget or any Change Order, Change Order Costs or as to the interpretation, performance or enforcement of this Agreement, the Parties agree and understand that CFX's Chief of Infrastructure or his designee, and the TWA Executive Director or his designee, and each of their respective legal counsel (collectively, "Dispute Resolution Committee"), shall convene to hear and resolve the dispute within three business days of the dispute arising, or receipt of any notice invoking this section. In the event CFX's Chief of Infrastructure or his designee, and the TWA Executive Director or his designee, are unable to reach a resolution within ten business days, the Parties will mutually agree upon a third-party cost estimator to assist in the resolution of the dispute, who shall be deemed a member of the Dispute Resolution Committee. Any fees of the third-party cost estimator shall be borne equally by the Parties. The Parties agree to be bound by the final determination of the Dispute Resolution Committee. Such Dispute Resolution Committee shall make a good faith effort to resolve any such issues as expeditiously as possible and any such issues shall be resolved within three business days from the time the Dispute Resolution Committee first considers it, unless a majority of the Dispute Resolution Committee consisting of two-thirds (2/3) of the members agrees otherwise.

10. **Insurance; Bond.** CFX shall incorporate its standard insurance and Public Construction Bond requirements in the construction contract documents for the Project. The general liability insurance policy provided by the Design Build Firm shall name TWA and CFX as additional insureds. The Public Construction Bond shall remain in full force and effect until one year after substantial completion of the Project.

11. **Inspections.**

a. **During Construction.** During construction, TWA shall have the right to inspect the Project on a regular basis and at all significant events. Any deficiencies in the Project observed by TWA shall be reported in writing to CFX PM and the construction, engineering, and inspection consultant ("CEI") within forty-eight hours. All such identified deficiencies in the construction of the Project shall be corrected or otherwise resolved by the Design Build Firm as mutually agreed upon by TWA, CFX and the CEI. TWA reserves the right to (i) have the TWA PM or another representative of TWA present for any activities related to the Project by CFX, the Design Build Firm, CEI, or its contractors, employees and agents; and (ii) impose reasonable restrictions and requirements, subject to CFX's approval, to protect the Existing Lines or any connections to TWA's wastewater system or reclaimed water system, which must be followed by CFX agents and employees while working on the Project.

b. **Final Inspection.** Upon completion of the Project, CFX shall provide notice of such completion and final as-built plans to TWA ("Completion Notice"). Within thirty days after receipt by TWA of the Completion Notice, TWA and CFX shall jointly conduct a final inspection to ensure substantial compliance with the Construction Plans and any Change Orders and for acceptance into TWA's utility system. Any deficiencies in work shall be set forth on a "punch list." Upon completion or correction of all outstanding issues listed on the punch list to TWA's reasonable

satisfaction, TWA shall promptly notify CFX in writing of its acceptance of the Project. Upon acceptance of the Project, any and all Replacement FM and Replacement RWM shall be owned, operated and maintained by TWA, at its sole cost and expense, in accordance with the utility permit issued by CFX.

12. **Post Design Services.** In the event the Design Build Firm is engaged to perform any post-design services attributable to the Project, including, without limitation, shop drawing review, plan revision, site visits or any other tasks or activities reasonably required for the performance, operation or maintenance of the Project (collectively, the "Post Design Services"), TWA shall be solely responsible for any costs or expenses related to such services. In such event, TWA shall have the right to review the Post Design Services, assist in the negotiations of, and approve, any costs or expenses associated with the Post Design Services. TWA shall pay to CFX the cost and expenses associated with Post Design Services in accordance with the Florida Prompt Payment Act. The cost of Post Design Services that exceeds \$25,000.00 must be approved by amendment to this Agreement.

13. **Ownership Interest.** CFX will use its best efforts to present to the CFX Right-of-Way Committee at the August 2020 meeting of CFX Right-of-Way Committee for consideration an instrument mutually agreed upon by CFX and TWA, conveying to TWA either an easement interest or fee simple ownership interest in the real property upon which the Replacement FM and Replacement RWM will be located. If using its best efforts, CFX is unable to present the instrument mentioned herein to the CFX Right-of-Way Committee at its August 2020 meeting, then CFX shall present the instrument to the CFX Right-of-Way as soon as practicable thereafter but no later than the substantial completion date of the Project. TWA understands and acknowledges that CFX neither represents nor guarantees the approval of any such proposal by the CFX Right-of-Way Committee.

14. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon either Party unless such amendment is in writing and executed by TWA and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, including by electronic or digital signatures, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of the State of Florida. TWA and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement. The Parties agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Ninth Judicial Circuit of Florida. Unless otherwise specified herein, any references to "days" shall refer to calendar days.

15. **Public Records Law.**

a. The Parties acknowledge that by virtue of this Agreement all of their respective 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 either Party will act on behalf of the other party, as provided under Section 119.011(2), Florida Statutes, acting party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

i. Keep and maintain public records required by the other party to perform the service.

ii. Upon request from the other party's custodian of public records, provide the other party 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.

iii. 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 other party.

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

v. If the acting Party does not comply with a public records request, the other party shall enforce the contract provisions in accordance with the Agreement.

b. IF THE DESIGN BUILD FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN BUILD FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, AS FOLLOWS:

As to TWA:
Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

As to CFX:
Director of Records Management
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
407-690-5366
PublicRecords@cfxway.com

16. **Time is of the essence.** Time is of the essence of this agreement and each and every provision hereof.

17. **Waiver of Jury Trial.** TWA AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

18. **Design, Location and Funding Disclosure; Termination.** In accordance with Section 5.2.5 of CFX's Property Acquisition, Disposition and Permitting Procedures Manual, TWA acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; and (ii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. This Agreement terminates on the fifth anniversary of its Effective Date unless terminated earlier by mutual agreement of the Parties.

19. **Inspector General.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the Existing Lines or the Project contemplated herein.

20. **No Third-Party Benefits.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

21. **Formal Notice.** Any formal notice, consent, approval or rejection required or allowed in accordance with the terms of this Agreement shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, (b) one (1) days after deposited with an overnight carrier; or (c) three (3) days from when such notice is deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807 Attn:
Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

TWA: TOHO WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: Edwin Matos, Project Manager

Copy to: TOHOPEKALIGA WATER AUTHORITY
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Attention: General Counsel

Other notices may be delivered by email to the CFX Director of Construction or his designee and TWA's designated representative or designee.

22. **Defaults and Remedies.** Each of the Parties hereto shall give the other Party notice of any alleged default hereunder and shall allow the defaulting Party thirty days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty days ("Cure Period"). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

23. **Severability.** If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (a) if the rights and obligations of the Parties contained therein are not materially prejudiced and (b) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

24. **Sovereign Immunity.** Nothing herein is intended as a waiver of any Party's sovereign immunity under Section 768.28, Florida Statutes. 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.

25. **Force Majeure.** The time for the performance of the Parties' obligations under this Agreement, including without limitation CFX's performance of the design, permitting and construction requirements set forth herein, will be extended for a period of time equal to any period of delay experienced by CFX, or the number of days lost, due to any of the following ("Force Majeure"): strikes, civil riots or commotion, war, invasion, acts of terrorism, explosion, fire or other casualty, pandemic, sabotage, theft, vandalism, Acts of God, labor disputes, unavailability of labor or materials, hurricane, tropical storm, tornado, or other adverse weather conditions, act or failure to act of governmental authorities, act or failure to act of third-party utility service providers, or

Project 538-165, SR 538 Widening Design-Build

CFX Contract No.

other causes beyond the reasonable control of CFX.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

“TWA”

TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
Print Name: TODD SWENSON
Its: EXECUTIVE DIRECTOR



(SEAL)

ATTEST:

Date: 16 June 2020

By: [Signature]
Print Name: Anthony Cotter
General Counsel

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

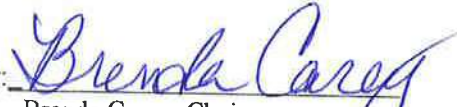
Two Witnesses as to CFX:


 (Printed Name) Evelyn D. Wilson

Glenn Pressimone
 ATTEST: 
 Regla ("Mimi") Lamaute
 Board Services Coordinator

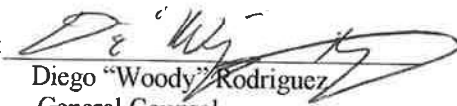
"CFX"

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 
Brenda Carey, Chairman

Date: June 11, 2020

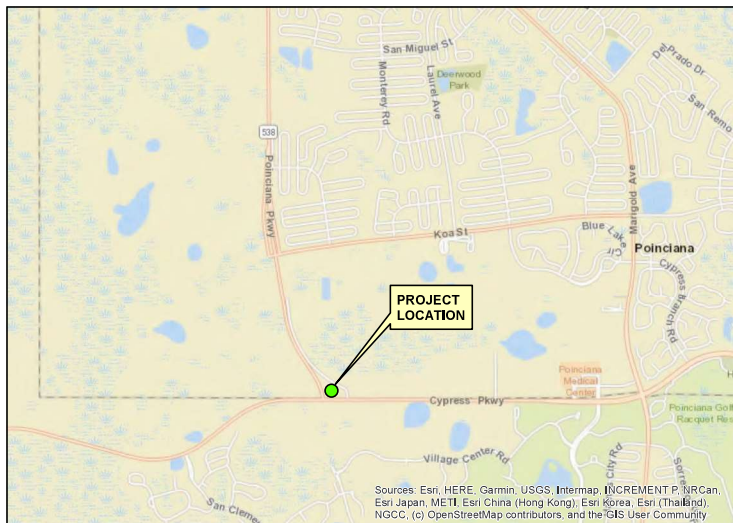
Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this 11 day of JUNE, 2020 for its
exclusive use and reliance.

By: 
Diego "Woody" Rodriguez
General Counsel

CONCEPT PLANS FOR SR-538 UTILITIES RELOCATION



APRIL, 2020



LOCATION MAP

Clarence Thacker
Chairman

Domingo Sanchez
Vice-Chair

Jim Swann

Hector Lizasuain

William "Bill" Land

Board Members

Todd Swingle

Executive Director

Robert F. Pelham, P.E.
Director of Engineering

TELEPHONE LISTINGS

TOHOPEKALIGA WATER AUTHORITY	407-544-5000
CITY OF KISSIMMEE PUBLIC WORKS & ENGINEERING	407-518-2170
FLORIDA POWER CORPORATION	407-703-8744
SPRINT FLORIDA INC. (EMERGENCY)	407-491-6544
TECOPPEOPLE'S GAS	407-425-4891
FLORIDA GAS TRANSMISSION	407-259-4341
TMS-WARNER CABLE (BRIGHTHOUSE)	407-535-8509
SUNSHINE STATE ONE-CALL OF FLORIDA (NO-CUTS)	800-432-4770

Prepared by:

TOHOPEKALIGA WATER AUTHORITY

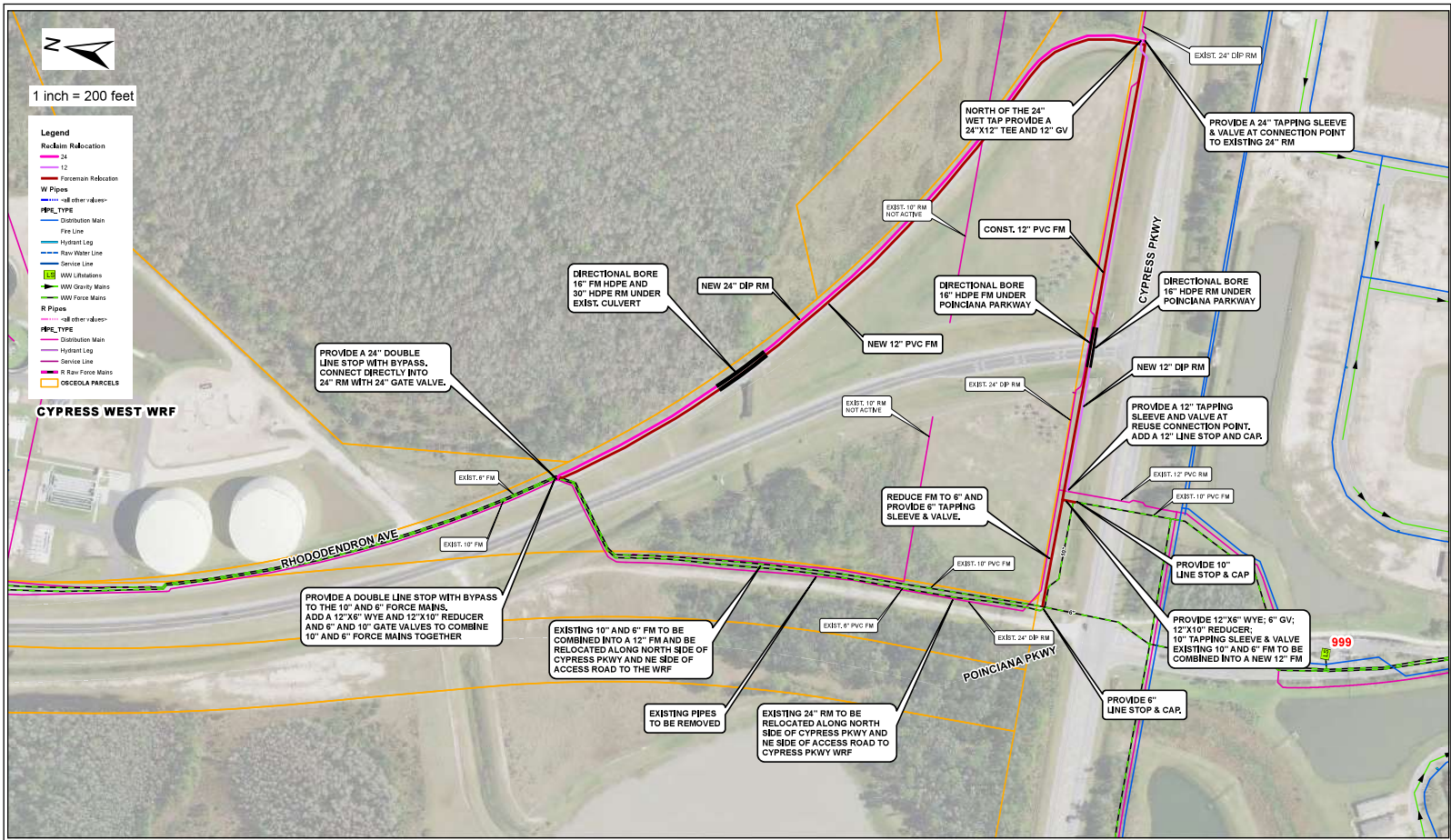
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

INDEX OF DRAWINGS

1 OF 3.....	COVER SHEET
2 OF 3.....	PLAN
3 OF 3.....	DETAILS

Exhibit A

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>APRIL, 2020</td> <td>DESIGNED - GP DRAWN - GP</td> </tr> <tr> <td></td> <td>CHECKED - CRENED -</td> </tr> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td></td> <td>SUPERVISOR: ROBERT PELHAM JR.</td> </tr> </table>		DATE	DESCRIPTION	APRIL, 2020	DESIGNED - GP DRAWN - GP		CHECKED - CRENED -	DATE	DESCRIPTION		SUPERVISOR: ROBERT PELHAM JR.	<p>TOHO WATER AUTHORITY</p> <p>951 Martin Luther King Jr. Blvd Kissimmee, Florida 34741 (407)-944-5000</p> 	<p>SR-538 UTILITIES RELOCATION</p> <p>KISSIMMEE FLORIDA</p> <p>PLAN AND DETAILS</p>	<table border="1"> <tr> <td>PROJECT NO.</td> <td></td> </tr> <tr> <td>DATE PLOTTED</td> <td></td> </tr> <tr> <td>DRAWN BY</td> <td></td> </tr> <tr> <td>CHECKED BY</td> <td></td> </tr> <tr> <td>SHEET NO.</td> <td>SHEET 2 OF 3</td> </tr> </table>	PROJECT NO.		DATE PLOTTED		DRAWN BY		CHECKED BY		SHEET NO.	SHEET 2 OF 3
DATE	DESCRIPTION																							
APRIL, 2020	DESIGNED - GP DRAWN - GP																							
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DATE	DESCRIPTION																							
	SUPERVISOR: ROBERT PELHAM JR.																							
PROJECT NO.																								
DATE PLOTTED																								
DRAWN BY																								
CHECKED BY																								
SHEET NO.	SHEET 2 OF 3																							

ID	Task Mode	Task Name	Duration	Start	Finish	2021												2022				2023		
						Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3						
1		LNTF/Flex Start CFX and TWA	130 days	Mon 9/14/20	Fri 3/12/21	LNTF/Flex Start CFX and TWA																		
2		CFX Roadway/Structures Design	300 days	Tue 9/15/20	Mon 11/8/21	CFX Roadway/Structures Design																		
3		TWA Utility Design	130 days	Tue 9/15/20	Mon 3/15/21	TWA Utility Design																		
4		Construction NTP CFX and TWA	1 day	Mon 3/15/21	Mon 3/15/21	Construction NTP CFX and TWA																		
5		TWA Utility Construction	259 days	Tue 3/16/21	Fri 3/11/22	TWA Utility Construction																		
6		TWA Final Punch List	30 days	Mon 3/14/22	Fri 4/22/22	TWA Final Punch List																		
7		CFX Roadway/Structures Construction	592 days	Tue 5/25/21	Wed 8/30/23	CFX Roadway/Structures Construction																		

Exhibit B

Project: 417-429 Widening Pro Date: Tue 6/2/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

*** EXHIBIT C - ESTIMATED CONSTRUCTION BUDGET *
INTERLOCAL AGREEMENT REGARDING
RELOCATION OF UTILITIES ALONG SR 538**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
					\$0.00
	1,200	LF	24" DIP RECLAIM WATER MAIN	\$150.00	\$180,000.00
	1,800	LF	12" PVC FORCE MAIN	\$55.00	\$99,000.00
	600	LF	30" HDPE RECLAIM WATER MAIN (DIRECTIONAL BORE)	\$500.00	\$300,000.00
	1,200	LF	16" HDPE FORCE MAIN (DIRECTIONAL BORE)	\$155.00	\$186,000.00
	600	LF	16" HDPE RECLAIM WATER MAIN (DIRECTIONAL BORE)	\$155.00	\$93,000.00
	700	LF	12" DIP RECLAIM WATER MAIN	\$55.00	\$38,500.00
	250	LF	6" PVC RECLAIM WATER MAIN	\$66.00	\$16,500.00
	1	EA	8" DOUBLE LINE STOP WITH BYPASS	\$6,000.00	\$6,000.00
	1	EA	10" DOUBLE LINE STOP WITH BYPASS	\$11,000.00	\$11,000.00
	1	EA	24" DOUBLE LINE STOP WITH BYPASS	\$25,000.00	\$25,000.00
	1	EA	6" LINE STOP AND CAP (FORCE MAIN)	\$4,000.00	\$4,000.00
	1	EA	12" LINE STOP AND CAP (RECLAIM WATER MAIN)	\$7,000.00	\$7,000.00
	1	EA	6" TAPPING SLEEVE AND VALVE (FORCE MAIN)	\$4,000.00	\$4,000.00
	1	EA	10" TAPPING SLEEVE AND VALVE (FORCE MAIN)	\$8,000.00	\$8,000.00
	1	EA	12" TAPPING SLEEVE AND VALVE (RECLAIMED WATER MAIN)	\$10,000.00	\$10,000.00
	1	EA	24" TAPPING SLEEVE AND VALVE (RECLAIMED WATER MAIN)	\$36,000.00	\$36,000.00
	1	EA	6" GATE VALVE (FORCE MAIN)	\$2,000.00	\$2,000.00
	1	EA	10" GATE VALVE (FORCE MAIN)	\$3,500.00	\$3,500.00
	1	EA	12" GATE VALVE (RECLAIM WATER MAIN)	\$4,500.00	\$4,500.00
	1	EA	24" GATE VALVE (RECLAIM WATER MAIN)	\$20,000.00	\$20,000.00
	2	EA	12" X 6" WYE (FORCE MAIN)	\$700.00	\$1,400.00
	2	EA	12" X 10" REDUCER (FORCE MAIN)	\$1,000.00	\$2,000.00
	1	EA	24" X 12" TEE (RECLAIM WATER MAIN)	\$10,000.00	\$10,000.00
	1,200	LF	6" EXISTING FORCE MAIN PIPE REMOVAL	\$12.00	\$14,400.00
	1,500	LF	10" EXISTING FORCE MAIN PIPE REMOVAL	\$12.00	\$18,000.00
	1,900	LF	10" EXISTING RECLAIM WATER MAIN PIPE REMOVAL	\$12.00	\$22,800.00
	2,500	LF	24" EXISTING RECLAIM WATER MAIN PIPE REMOVAL	\$20.00	\$50,000.00
	1	LS	UTILITY DESIGN SERVICES	\$293,000.00	\$293,000.00
	1	LS	GENERAL REQUIREMENTS	\$129,000.00	\$129,000.00
	1	LS	CONTINGENCY	\$164,000.00	\$164,000.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL					\$1,758,600.00

Exhibit C

ATTACHMENT B

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT REGARDING
RELOCATION OF UTILITIES ALONG SR 538**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF UTILITIES ALONG STATE ROAD 538 (“SR 538”) (“Amendment”), effective as of the last date of execution (“Effective Date”), is entered into by and between TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“TWA”) and 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 (“CFX”) (each, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, on or about June 11, 2020, the Parties entered into that certain Interlocal Agreement Regarding Relocation of Utilities Along State Road 538 (“Agreement”) governing the decommissioning, relocation and replacement of an existing force mains and reclaimed water main (collectively, “Existing Lines”) located within the right-of-way for State Road (“SR”) 538; and

WHEREAS, CFX received the bid proposal from the Design Build Firm which exceeded the Estimated Construction Budget set forth in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to increase the Project Construction Budget and Total Construction Costs in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. **Recitals.** The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter. Any capitalized terms not specifically defined herein shall have the meanings attributed to them in the Agreement.

2. **Construction Budget.** The Project Construction Budget is increased to \$2,289,768.00 as more particularly outlined in **Exhibit “A”** attached hereto and incorporated herein by reference (“Revised Construction Budget”). The Project Not-to Exceed Amount shall be increased to \$2,504,568.00, which amount represents the Revised Construction Budget plus a reasonable contingency of 10% of the Revised Construction Budget. Approval of this Revised Construction Budget shall be deemed TWA’s approval and acceptance of the Revised Construction Budget and Total Project Costs in accordance with Section 3.a.iii. of the Agreement.

3. **Effect of this Amendment.** Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern.

4. **Counterparts and Electronic Signatures.** This Amendment 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 hereto have executed this Amendment on the day and year written below.

“TWA”

TOHOPEKALIGA WATER AUTHORITY

By: _____
Hector Lizasuain, Chairman

(SEAL)

ATTEST:

Date: _____

By: _____
William Land, Secretary

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Brenda Carey, Chairman

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Board Services Coordinator

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ____ day of _____,
2020 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

Exhibit "A"
Revised Construction Budget

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	BID UNIT PRICE	BID TOTAL
JPA-ENG-1	1	LS	DESIGN SERVICES (TWA JPA UWHC)	\$ 248,000.00	\$ 248,000.00
JPA-CONST-1	1	LS	CONSTRUCTION (TWA JPA UWHC)	\$ 1,900,000.00	\$ 1,900,000.00
			<i>SUB-TOTAL</i>	N/A	\$ 2,148,000.00
			JPA CONTINGENCY (10%)	N/A	\$ 214,800.00
			<i>SUB-TOTAL</i>	N/A	\$ 2,362,800.00
			CEI FEE (6%)	N/A	\$ 141,768.00
			TOTAL AMENDED "PROJECT NOT-TO-EXCEED AMOUNT"	N/A	\$ 2,504,568.00

**CONSENT AGENDA ITEM
#14**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Laura Newlin Kelly, Associate General Counsel *Laura Newlin Kelly*

DATE: October 27, 2020

RE: Joint Participation Agreement Between Osceola County (“County”) and the Central Florida Expressway Authority (“CFX”) for the Shingle Creek Mainline and Poinciana Boulevard Ramp Toll Plazas
Project No. 599-902

BACKGROUND

On or about May 14, 2015, CFX entered into that certain Contract No. 001021 (“Contract”) for Toll System Upgrades with Transcore, LP (“Contractor”) for the design, furnishing, installation and maintenance of the toll collection system and replacement equipment throughout the Central Florida Expressway System (“System Project”). The County is the owner of three (3) toll plazas more particularly identified as the Shingle Creek Mainline Toll Plaza located at 3451 West Osceola Parkway, Kissimmee, Florida, the Poinciana Boulevard Westbound on ramp toll plaza, and the Poinciana Boulevard Eastbound off ramp toll plaza (collectively, the “Project Sites”). A map of the Project Sites is attached hereto as **Attachment “A”**.

In order to facilitate the toll collection system upgrades to the Project Sites consistent with the toll collection system deployed at the Central Florida Expressway System in accordance with the project scope set forth in the Contract (“Project Scope”), CFX and County staff have negotiated the joint participation agreement, whereby CFX will undertake and manage the Project Scope as a part of the System Project, subject to reimbursement from the County for 100% of the costs and expenses associated with the Project Scope. A copy of the draft Joint Participation Agreement Between Osceola County and the Central Florida Expressway Authority is attached hereto as **Attachment “B”** (“Agreement”). Pursuant to the terms of the Agreement, CFX would manage the design, construction and administration of the Project Scope, subject to reimbursement from the County. Upon completion of the Project Scope and acceptance by the County, the County would be responsible for owning and maintaining the toll system equipment at the Project Sites, at its sole cost and expense.

Staff is recommending that the CFX Board approve the Agreement, subject to any minor or clerical modifications or revisions approved by the General Counsel or his designee.

REQUEST

Board's approval of the following is requested:

Joint Participation Agreement Between Osceola County and the Central Florida Expressway Authority, subject to any minor or clerical modifications approved by the General Counsel or designee.

ATTACHMENTS

A. Map of Project Sites

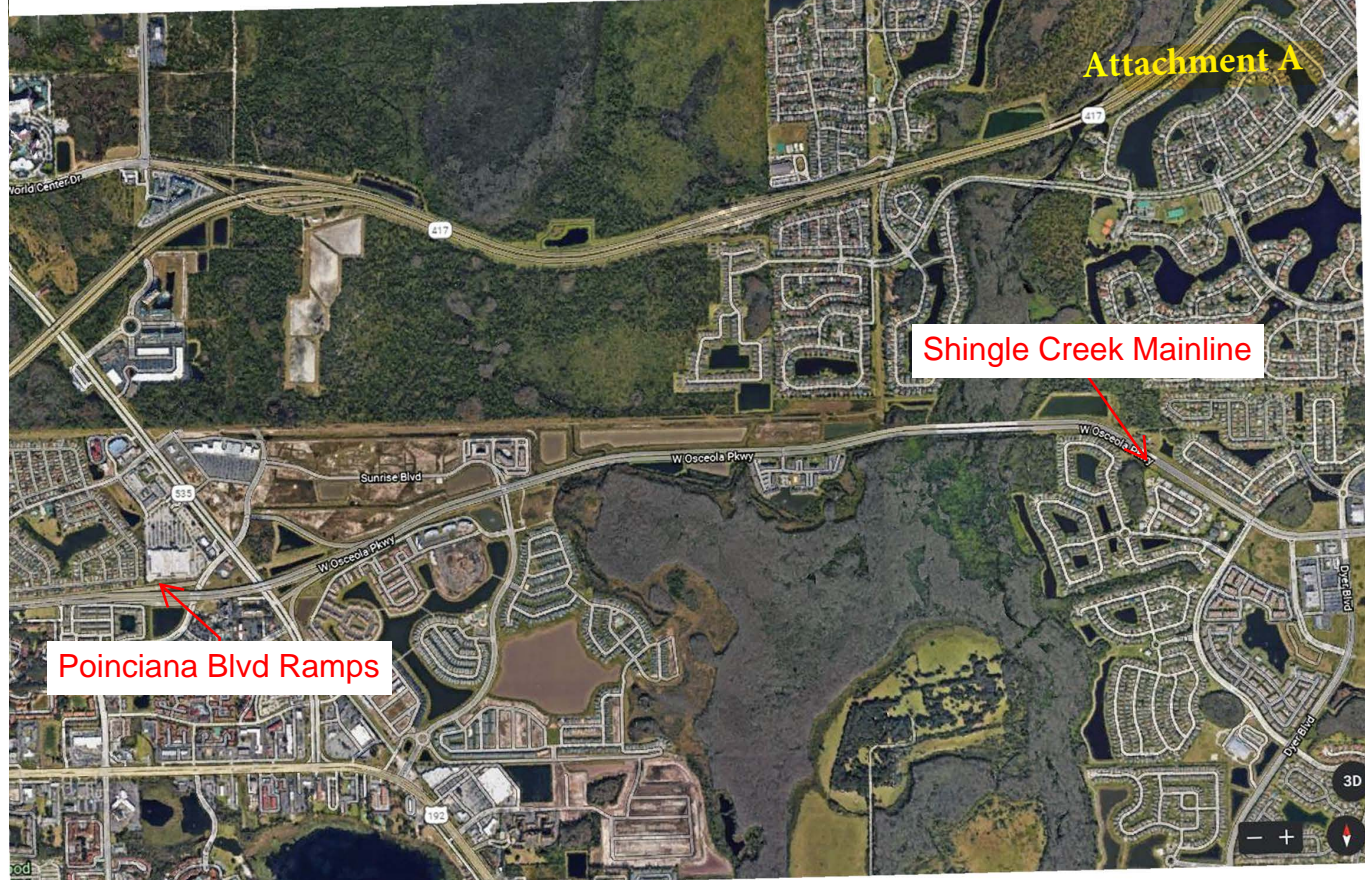
B. Joint Participation Agreement Between Osceola County and the Central Florida Expressway Authority

Reviewed by: Woody Rodriguez

Attachment A

Shingle Creek Mainline

Poinciana Blvd Ramps



**JOINT PARTICIPATION AGREEMENT
BETWEEN
OSCEOLA COUNTY AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
(Shingle Creek Mainline and Poinciana Blvd Ramp Toll Plazas)**

THIS JOINT PARTICIPATION AGREEMENT BETWEEN OSCEOLA COUNTY AND THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter referred to as "Agreement"), effective as of the latest date of execution ("Effective Date"), is entered into by and between Osceola County, a charter County and political subdivision of the State of Florida (hereinafter called "County"), and the Central Florida Expressway Authority, an agency of the State of Florida (hereinafter called "CFX"). County and CFX shall be collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, Section 163.01, Florida Statutes, authorizes the Parties to enter into an interlocal agreement; and

WHEREAS, CFX entered into that certain Contract No. 001021 for Toll System Upgrades with Transcore, LP ("Contractor") dated May 14, 2015, as may be amended and supplemented from time to time (collectively, the "Contract") for the design, furnishing, installation and maintenance of the toll collection system and replacement equipment throughout the Central Florida Expressway System ("System Project"); and

WHEREAS, County is the owner of three (3) toll plazas more particularly identified as the Shingle Creek Mainline Toll Plaza located at 3451 West Osceola Parkway, Kissimmee, Florida, the Poinciana Boulevard Westbound on ramp toll plaza, and the Poinciana Boulevard Eastbound off ramp toll plaza, and as more particularly depicted on **Exhibit "A"** attached hereto and incorporated herein by reference (individually referred to herein as the "Project Site, or collectively, "Project Sites"); and

WHEREAS, County desires to contract to perform toll collection system upgrades to the Project Sites consistent with the toll collection system deployed systemwide at the Central Florida Expressway System in accordance with the scope of services more particularly set forth in **Exhibit "B"** attached hereto and incorporated herein by reference ("Project"); and

WHEREAS, the County has asked CFX to include within the System Project the County's Project Sites, subject to the reimbursement by County of one hundred percent (100%) of the costs associated with the Project ("County's Proportionate Share"); and

WHEREAS, in order to capitalize on the economic efficiencies associated with conducting the Project work under the Contract, CFX and County desire to enter into this Agreement to set forth the terms and conditions for using the Contractor to perform the toll system upgrades at the County's Project Sites, subject to the provisions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

1. **Recitals**. The above recitations are true and correct and are incorporated herein as fully as if set forth hereafter.

2. **Project Managers**. Each of the Parties shall designate an authorized representative to oversee and manage the planning, design, construction, testing, acceptance and development of the Project (individually, the "Project Manager," collectively, the "Project Managers"). County hereby designates Lindsey Giovinazzo, as its Project Manager (the "County PM"). CFX hereby designates Joann Chizlett as its Project Manager (the "CFX PM"). Either of the Parties may elect to substitute their respective Project Manager by written notice to the other Party in accordance with the notice provision hereof.

3. **Design Process**.

a. **Design Plans**. CFX shall coordinate with the Contractor to prepare any such plans, specifications, drawings, design support and any amendments thereto, and any other documentation reasonably required to specify the size, character and design of the equipment and system architecture required for the construction of the Project (collectively, the "Design Plans"), subject to the reimbursement by County as set forth herein. CFX and County agree and understand that the costs and expenses related to the Design Plans are incidental to the overall Project Costs. CFX reserves the right to replace or substitute the firm retained as the Contractor at any time with the written approval of the County PM, which approval shall not be unreasonably delayed, conditioned or withheld. The Design Plans shall be the property of County, subject to the reimbursement provisions set forth below. The electrical, MOT and structural Design Plans shall be signed and sealed by the Contractor and certified for use and reliance by County.

b. **Review of Design Plans**. CFX shall provide all Design Plans prepared by Contractor to the County for review and comment. The Parties agree that, unless otherwise waived by the County in writing, the Project shall be designed and constructed to both CFX and the County's standards, and permitted in the County's name, and such standards shall be incorporated into any and all Design Plans presented to CFX and the County for review and approval. The County shall submit any comments to CFX within twenty-one (21) business days from receipt of the Design Plans. The Project Managers, or their designees, shall notate: "No Exceptions Taken" in writing for the Design Plans. The Project Manager's review and no exceptions taken hereunder shall not be unreasonably delayed, conditioned or withheld.

CFX and County understand and acknowledge that the Design Plans may

include portions of the System Project not otherwise included in the Project, and as such, County, acting through its County PM, shall only have the right to approve, or deny approval of, those portions of the Design Plans related to the Project. Any denial of approval by County shall be in accordance with the notice provision set forth herein and shall set forth with reasonable specificity the specific elements that are not approved and shall specify what changes are reasonably necessary in order for approval to be obtained. Notwithstanding the foregoing, County's right to inspect the Project as set forth herein shall be separate and distinct from any permitting and inspection requirements otherwise required hereunder.

4. **Applicable Permits and Approvals.** To the extent required for the Contractor to commence construction of the Project, prior to any obligation by CFX to commence construction of the Project, County shall obtain any and all permits reasonably required by CFX or any other local governmental entity for the Project.

5. **Coordination with Alternative Upgrades.** CFX and County understand and agree that County may elect to perform a separate and unrelated project to upgrade tolling operations at the Project Sites (collectively, the "Alternative Upgrades"). In the event the County elects to proceed with the County's Alternative Upgrades, County shall provide written notice to CFX, and CFX, through the Contractor and CFX PM, shall coordinate any and all work on the Project with the County PM to ensure the work on the Project does not otherwise impede or impair the County's ability to proceed with the Alternative Upgrades. Within ten (10) days of commencing construction of the Alternative Upgrades, County shall provide to CFX a written schedule outlining the duration and anticipated completion period for the Alternative Upgrades.

6. **Right of Entry.** The County hereby grants an irrevocable, nonexclusive license over the County's right-of-way for the Project Site to CFX, the Contractor, and any other licensed surveyors, engineers, contractors and other consultants engaged by CFX for the purpose of construction, inspection, testing, surveying and other activities associated with conducting the Project. This license shall automatically terminate twelve (12) months after the completion of construction and acceptance of the Project by the County.

7. **Construction Responsibilities.**

a. **Commencement and Administration of Construction.** CFX, through the Contractor, shall use its best efforts to construct the Project in accordance with the approved Design Plans. Once construction has commenced, CFX shall cause the Contractor to diligently and in good faith proceed with the construction of the Project in accordance with the Design Plans, subject to (i) any revision prior to the commencement of construction, (ii) any revisions during the pendency of construction if in an agreed upon Change Order (hereinafter defined), and (iii) Force Majeure (defined below). CFX and County agree and acknowledge that CFX shall have the right to direct the Contractor and the construction of the Project; provided, however, such directives shall comply with the Design Plans, as approved by CFX and County.

b. **Conformance with Design Plans and Change Orders.** The construction of the Project shall be in substantial conformance with the Design Plans. During the course of the work on the Project, if either CFX or COUNTY observes, or otherwise become aware of, any defects, conflicts, or necessary changes to the Project that requires a change to the Design Plans as they existed as of the

date of issuance of the notice to proceed (“Change Order”), that Party shall immediately notify the other Party of such Change Order for review and approval, which approval shall not be unreasonably conditioned, withheld, or delayed. To the extent feasible, the Change Order shall include any and all costs and expenses associated with the Change Order and the impact on County’s Proportionate Share (“Change Order Costs”) and any time extensions required to complete the work outlined in the Change Order (“Time Extensions”). County and CFX agree that time is of the essence in making any decisions or interpretations as to any Change Orders with respect to design, materials, and other matters pertinent to the Project covered by the construction contract so as to not materially delay the work of the Contractor.

c. Maintenance of Project Sites. CFX shall ensure the Contractor maintains all areas of the Project Sites impacted by the Project at all times during the construction of the Project, provided; however, the County shall be responsible for the maintenance of any and all existing Legacy branded toll collection equipment at the Project Sites.

d. Coordination of Construction. CFX shall notify the County PM of all meetings with the Contractor. The County PM, or their designee, is entitled to attend all meetings with the Contractor related to the Project. CFX shall notify the County a minimum of 48 (forty-eight) hours before beginning installation, construction or testing of the Project. CFX shall notify the County PM should construction be suspended for more than five (5) days. In the event of an actual or reported emergency, danger, or threat involving the Project improvements that is reasonably believed by the County to have caused (or to present the imminent potential to cause) injury to individuals, damage to property, or threat to the environment or to public safety, the County may, in its reasonable discretion, enter the applicable Project Site to take, at such times as the County determines reasonably necessary and with such notice to CFX as is practicable under the circumstances, such actions as the County determines necessary to respond to or to rectify such emergency, danger, or threat. If the County reasonably determines a condition exists that is a result of the Project within the Project Sites which threatens the public's safety, the County may, at its reasonable discretion, cause construction operations to cease and immediately have any potential hazards removed from the Project Site. In the event the costs are recovered from the Contractor for remedying such emergency or potential hazard, the recovered costs shall be shared in accordance with the County’s Proportionate Share.

e. Maintenance of Traffic. As it relates to construction in Project Sites, CFX and the County shall be responsible for the review of the maintenance of traffic (“MOT”), and and CFX, through the Contractor, shall be responsible for monitoring installation, construction, and testing operations and the maintenance of traffic ("MOT") throughout the limits of the Project in accordance with the MOT plan outlined in the Design Plans.

f. Compliance with Permits. The Parties shall exercise the rights granted herein and shall otherwise perform this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Florida Department of Transportation (“FDOT”), applicable water

management district, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, and local governmental entities.

g. Liens on Project Sites. CFX shall not cause or permit its Contractor to cause any liens or encumbrances to attach to any portion of the Project Sites. CFX or its Contractor shall discharge or cause to be discharged, or shall make adequate provision to satisfy and discharge, within sixty (60) days after the same become due and payable, all lawful costs, expenses, liabilities and charges relating to the Project Sites and lawful claims and demands for labor, materials, supplies or other objects that might by law become a lien upon any of the Project Sites. Nothing contained in this Section shall require CFX to pay or cause to be discharged, or make provision for the payment, satisfaction and discharge of, any lien, charge, cost, liability, claim or demand so long as the validity thereof is contested in good faith and by appropriate legal proceedings. CFX shall cause its contractor to indemnify and hold the County harmless from and against any such lien and any cost, damages, charges and expenses incurred in connection with any such lien, including, without limitation, attorney fees.

h. Restoration of Project Sites. Prior to the termination of the construction, CFX shall remove, or cause the Contractor to remove, its presence, including, but not limited to, CFX property, machinery, and equipment from the Project Sites and, other than improvements constructed in accordance with the Project, CFX shall restore, or caused to be restored, those portions of the Project Sites disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project. All information pertinent to the installation and/or modification of the County's roadway structures will be provided to the County for incorporation into its structure's records files.

i. Acceptance of Project Sites. Within thirty (30) days after receipt by the County of notice of the completion of construction and testing at any of the Project Sites by the Contractor, CFX and the County shall jointly conduct a final inspection of the applicable Project Site to ensure substantial compliance with the Design Plans and for acceptance by the County into the County's ownership, operation and maintenance. If the County reasonably determines that the applicable Project Site and Project is not completed in accordance with the provisions of this Agreement, the County shall deliver written notification of such to CFX. Any deficiencies in work shall be set forth on a "punch list." Upon completion or correction of all outstanding issues listed on the punch list to County's reasonable satisfaction, County shall promptly notify CFX in writing of its acceptance of the Project Site. This process shall be followed for each of the Project Sites upon completion.

8. **Post-Construction Ownership and Maintenance.** Upon payment of the reimbursement as set forth herein, the County shall own and maintain all Project improvements within the Project Sites.

9. **Payments for Project.**

a. Project Costs. The total cost to design, construct and test the Project at the Project Sites is currently estimated to be \$928,891.88, as more particularly outlined in **Exhibit "C"** attached hereto and incorporated herein by reference (collectively, the "Project Costs").

County shall not be liable or responsible for any Actual Costs (hereinafter defined) that exceeds the Project Costs, without formal amendment to this Agreement.

b. Payment of Project Costs. CFX shall pay the Contractor for the Contractor's services, subject to reimbursement from the County for County's Proportionate Share of the Contractor's services. The County shall reimburse CFX for the Contractor's services in monthly payments in accordance with the terms hereof. CFX and the County agree that the Contractor shall be paid in monthly increments based on the completion of work in place. The County agrees to compensate and make payment to CFX for County's Proportionate Share on a monthly basis for Actual Costs of services performed in accordance with the Scope of Services. The "Actual Costs" shall be any and all out-of-pocket costs and expenses incurred by CFX for the construction of the Project in accordance with the terms and conditions of this Agreement, including, without limitation, the direct and indirect construction and testing costs included in the agreement with the Contractor, reimbursable expenses, management and administration fees, general expenses or general requirements, incurred by CFX to construct the Project in accordance with the Contractor's agreement executed by CFX, as may be amended from time to time, and any and all pay applications submitted thereunder related to the Project. Actual Costs shall not include any travel expenses or other internal costs incurred by CFX or County for staff review or the work of the Project Managers. All payments to the Contractor and to CFX shall be paid in accordance with the Florida Prompt Payment Act.

c. Accounting Records. Monthly invoices for the Contractor shall be submitted by CFX in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables. Deliverables must be received and accepted in writing by the County PM prior to payments. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. CFX shall maintain an accounting system or separate accounts to ensure funds for the Project are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred include CFX's general accounting records and the Project records, together with supporting documents and records, of the consultants, subconsultants, contractor and all subcontractors performing work on the Project, and all other records of the consultants, subconsultants, contractor and subcontractors considered necessary by the County for a proper audit of costs.

d. Acceptance of Work Prior to Payment. Payment shall be made only after receipt and approval of the work in place performed by the Contractor. If the County determines that the performance of the Contractor is unsatisfactory, the County shall notify CFX of the deficiency to be corrected, which correction shall be made within a time frame to be mutually agreed upon by the Parties. CFX shall, within five (5) days after notice from the County, provide County with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If corrective action plan is unacceptable to the County, CFX shall be assessed a non-

performance retainage equivalent to 10% (ten percent) of the total invoice amount ("Retainage"). The Retainage shall be applied to the invoice for the then-current billing period. The Retainage shall be withheld until CFX resolves the deficiency. If the deficiency is subsequently resolved, CFX may bill the County for the retained amount during the next billing period. If CFX is unable to cause the Contractor to resolve the deficiency, the County shall have the right to retain the lesser of (1) the Retainage or (2) the amount attributed to the deficiency, and said amount will be forfeited at the end of the construction phase of this Agreement.

e. Late Payments. If a payment to CFX from County of County's Proportionate Share is not available within sixty (60) days, CFX shall have the right, but not the obligation, to assess against the County a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to CFX. Interest penalties of less than 1 (one) dollar will not be enforced unless CFX requests payment. Invoices that have to be returned to CFX, or the Contractor because of preparation errors may in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Parties.

10. **Representations of the Parties.**

a. The County makes the following representations as the basis for the undertakings on the part of the CFX herein contained.

i. The County is duly organized and validly existing as a political subdivision of the State.

ii. The County has full power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

iii. The County is not in default under any provisions of the laws of the State of Florida (the "State") that are material to the performance of its obligations under this Agreement.

iv. The County has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by CFX, this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

v. To the County's knowledge, the authorization, execution and delivery of this Agreement and the compliance by the County with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

vi. To the County's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby, or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

vii. The County has sufficient lawfully available appropriated funds to satisfy its obligations under this Agreement.

b. CFX makes the following representations as the basis for the undertakings on the part of the County herein contained.

i. CFX is duly organized and validly existing as a public body corporate and politic.

ii. CFX has full power to enter into the transactions contemplated by this Agreement, and to carry out its obligations hereunder.

iii. CFX is not in default under any provisions of the laws of the State that are material to the performance of its obligations under this Agreement.

iv. CFX has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of CFX, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

v. To CFX's knowledge, the authorization, execution and delivery of this Agreement and the compliance by CFX with the provisions of this Agreement will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree or order, or any provision of the Constitution or laws of the State relating to CFX or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which CFX is subject or by which it is bound.

vi. To CFX's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of CFX, threatened against or affecting CFX, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement or any agreement or instrument to which CFX is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

vii. CFX has sufficient lawfully available appropriated funds to satisfy its obligations under this Agreement.

11. **Insurance.** CFX shall require that all CFX consultants, subconsultants, contractors, and subcontractors working in connection with the Project, will possess insurance coverage as stated in the Florida Department of Transportation's Standard Specifications naming the County as additional insured and insuring the County against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the CFX consultants, subconsultants, contractors and/or subcontractors, as the case may be, accessing the Project Sites and such party's performance within the Project Sites. Additionally, unless otherwise waived in writing by County, any such CFX contractors and subcontractors shall supply the County with a public construction bond in accordance with Section 255.05, F.S., in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State, naming CFX and the County as dual obligees. The bond and insurance shall remain in effect until completion of construction and final acceptance by the County. Prior to commencement of the Project, and on such other occasions as the County may reasonably require, CFX shall provide the County with certificates documenting that the required insurance coverage with its CFX contractor and subcontractors is in place and effective.

12. **Indemnification.** CFX shall cause the CFX consultants, and Contractor (collectively, "Consultants") to indemnify and hold harmless the County and CFX, and their 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 the Consultants, as applicable, and other persons employed or utilized by the Consultants in the performance of this Agreement. Nothing provided for herein 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. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. The indemnities given by the Consultants in connection with the Project shall survive the expiration or earlier termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the County and such insurance coverage shall not be deemed a limitation of the indemnities to the County set forth in this Agreement. The provisions of this paragraph shall survive the expiration termination of this Agreement, in accordance with the laws of the State.

13. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, F.S.

14. **Jurisdiction and Venue.** This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie within Osceola County, Florida

15. **Public Records Law.**

a. The parties acknowledge that by virtue of this Agreement all of their respective 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 either party will act on behalf of the other party, as provided under Section 119.011(2), Florida Statutes, acting party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

i. Keep and maintain public records required by the other party to perform the service.

ii. Upon request from the other party's custodian of public records, provide the other party 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.

iii. 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 other party.

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

v. If the acting party does not comply with a public records request, the other party shall enforce the contract provisions in accordance with the Agreement.

b. 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, AS FOLLOWS:

As to the County:
Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100

As to CFX:
Director of Records Management
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

16. **Waiver.** The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

17. **Assignment.** This Agreement may not be assigned without the written consent of the parties.

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

19. **No Contingent Fees.** The parties warrant that they have not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement.

20. **Interlocal Agreement Provisions.** To the extent any provision of this Agreement constitutes a joint exercise of power, privilege or authority by and between the County and CFX, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County and the Clerk of the Circuit Court of Orange County.

21. **Dispute Resolution.**

a. The Parties agree to resolve any dispute related to the interpretation, performance or enforcement of this Agreement as outlined in this Section. Any Party may initiate the dispute resolution process by providing written notice to the other Party.

b. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

c. If the Parties fail to resolve the dispute within sixty (60) days of notice, the Parties shall attempt to resolve the dispute pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before filing suit related to the interpretation, performance or enforcement of this Agreement.

22. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. **Amendments, Changes and Modifications.** No modification alteration or amendment to this Agreement shall be binding upon any Party until such modification, alteration or amendment is reduced to writing and executed by all Parties hereto and filed in the Official Records of Orange County, Florida and Osceola County, Florida.

24. **Counterparts and Electronic Signatures.** This Agreement may be simultaneously executed in several counterparts, including by digital or electronic signatures, each of which shall be an original and all of which shall constitute but one and the same instrument.

25. **Applicable Law.** This Agreement is made pursuant to Section 163.01, et seq., Florida Statutes, and shall be governed by and construed in accordance with the law of the State of Florida.

26. **Captions.** The captions or headings in this Agreement are for convenience only and are not intended to define, limit or describe the scope or intent of any provisions or sections of this Agreement.

27. **Public Agencies.** At all times prior to and during the term of this Agreement, each of the Parties hereto shall constitute a "public agency" as that term is defined in Section 163.01(3)(b), Florida Statutes.

28. **Entire Agreement.** 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 warranties, representations or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

29. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or if mailed by registered or certified mail, postage prepaid, three (3) days from deposit with the postal service, to the Parties at the following addresses:

County: OSCEOLA COUNTY, FLORIDA
1 Courthouse Square
Suite 4500
Kissimmee, FL 34741
Attn: County Manager

Copy to: OSCEOLA COUNTY, FLORIDA
1 Courthouse Square
Suite 4500
Kissimmee, FL 34741

Attn: County Attorney

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel

Either of the Parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

30. **Defaults and Remedies.** Each of the Parties hereto shall give the other Party notice of any alleged default hereunder and shall allow the defaulting Party thirty days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty days (“Cure Period”). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

31. **Force Majeure.** The time for the performance of the Parties’ obligations under this Agreement, including without limitation CFX’s performance of the design, permitting and construction requirements set forth herein, will be extended for a period of time equal to any period of delay experienced by CFX, or the number of days lost, due to any of the following (“Force Majeure”): strikes, civil riots or commotion, war, invasion, acts of terrorism, explosion, fire or other casualty, pandemic, sabotage, theft, vandalism, Acts of God, labor disputes, unavailability of labor or materials, hurricane, tropical storm, tornado, or other adverse weather conditions, act or failure to act of governmental authorities, act or failure to act of third-party utility service providers, or other causes beyond the reasonable control of CFX.

32. **Time is of the essence.** Time is of the essence of this agreement and each and every provision hereof.

33. **Waiver of Jury Trial.** COUNTY AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

34. **Termination**. This Agreement terminates on the fifth anniversary of its Effective Date unless terminated earlier by mutual agreement of the Parties.

35. **Inspector General**. The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the Project Sites or the Project contemplated herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Agreement to be executed by its duly authorized officers as of the date written below.

OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair
Board of County Commissioners

(SEAL)

ATTEST:

Date: _____

Clerk/Deputy Clerk

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, CFX has caused this Agreement to be executed and attested by its duly authorized officers as of the date written below.

“CFX”

Two Witnesses as to CFX:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

By: _____
Brenda Carey, Chairman

Print Name: _____

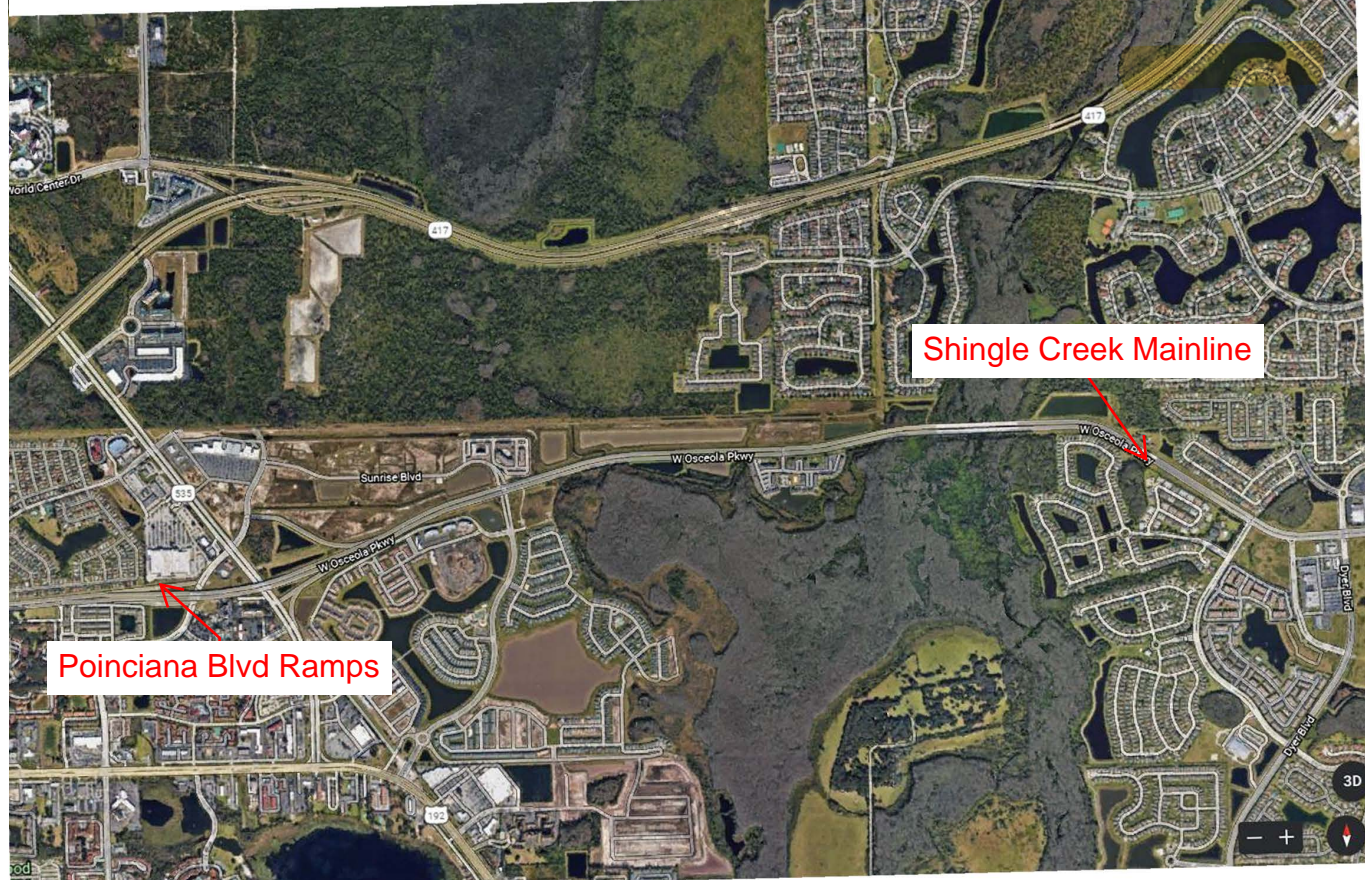
Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Board Services Coordinator

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ____ day of _____,
2020 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

Exhibit "A"
Depiction of the Project Sites



Shingle Creek Mainline

Poinciana Blvd Ramps

Exhibit "B"
Scope of Services

**CFX Toll System Upgrade Project Request For Proposals RFP No. 001021, Volume III,
Statement of Work Issued on 9/28/2014 to be attached to this Agreement as Exhibit "B"**

Exhibit "C"
Project Costs

Faint, illegible text, possibly a table or list of items, located on the right side of the page.

Current TSUP Agreement

Item No.	Pay Item Description	Qty	Unit	Unit Price	Extended Price
107.16	Commission Testing	1	LS	\$44,525.24	\$44,525.24
108.16	Plaza Acceptance Test	1	LS	\$16,588.71	\$16,588.71
401.a	Plaza Subsystem-Replace Legacy Equipment	1	Each	\$56,261.24	\$56,261.24
403	LAN & Network Control-Plaza	3	LS	\$3,608.85	\$10,826.55
501a	Toll Lane-Manned Booth/AVI-Mainline-Replace Legacy Equipment	4	Lane	\$78,655.96	\$314,623.84
504a	Toll Lane-Dedicated AVI-Mainline-Replace Legacy Equipment	2	Lane	\$87,284.24	\$174,568.48
507a	Toll Lane-ATPM/AVI-Ramp-Replace Legacy Equipment	2	Lane	\$76,339.08	\$152,678.16
Total					\$770,072.22

Proposed TSUP Agreement for ORT Addition

Item No.	Pay Item Description	Qty	Unit	Unit Price	Extended Price
107.16	Commission Testing	1	LS	\$44,525.24	\$44,525.24
108.16	Plaza Acceptance Test	1	LS	\$16,588.71	\$16,588.71
401.a	Plaza Subsystem-Replace Legacy Equipment	1	Each	\$56,261.24	\$56,261.24
403	LAN & Network Control-Plaza	3	LS	\$3,608.85	\$10,826.55
501a	Toll Lane-Manned Booth/AVI-Mainline-Replace Legacy Equipment	0	Lane	\$78,655.96	\$0.00
504a	Toll Lane-Dedicated AVI-Mainline-Replace Legacy Equipment	0	Lane	\$87,284.24	\$0.00
507a	Toll Lane-ATPM/AVI-Ramp-Replace Legacy Equipment	2	Lane	\$76,339.08	\$152,678.16
510b	ORT Toll Zone-2-Lane Section-New Facility Equipment	2	Zone	\$303,869.99	\$607,739.98
	10% Equipment restocking fee for line items 501a and 504a	1	LS	\$10,800.00	\$10,800.00
	Non recoverable labor (design, planning and documentation)	160	Hourly	\$184.20	\$29,472.00
Total					\$928,891.88

Note: CFX procured Plaza hardware separately, including the Shingle Creek Plaza.

**CONSENT AGENDA ITEM
#15**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members


FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 21, 2020

SUBJECT: Approval of Proshot Concrete, Inc. as a Subcontractor for Jorgensen Contract Services, LLC for Roadway Maintenance Services
Contract No. 001151

Board approval of Proshot Concrete, Inc. as a subcontractor to Jorgensen Contract Services, LLC to perform barrier wall 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, P.E.
Director of Maintenance


Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant/Contractor: Jorgensen Contract Services, LLC Date: 10-21-20

CFX Contract Name: Central Florida Expressway Authority and Jorgensen Contract Services LLC CFX Contract No: 001151

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant/Contractor requests approval to sublet services to:

Subconsultant/Subcontractor Name: Proshot Concrete Inc. _____

Address: PO Box 1636, 4158 Musgrove Drive, Florence, Alabama 35631-1636 _____

Phone No.: 256-764-5941 toll free 1- 800- 631-3141 _____

Federal Employee ID No.: 25-5269497 _____

Description of Services to Be Sublet: The contractor will be repairing the Barrier wall that was damaged, the fence support pole and the under-deck spalls

Estimated Beginning Date of Sublet Services: 60-90 days from receipt of PO 11/15/20

Estimated Completion Date of Sublet Services: _____

Estimated Value of Sublet Services*: \$69,500.00

*(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: Frederick J. Schonis 
(Signature of Consultant/Contractor Representative)

Regional Structural Manager
Title

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

Date: Oct 27, 2020

Approved by: Glenn Pressimone
Glenn Pressimone (Oct 27, 2020 09:27 EDT)
(Signature of Appropriate Services Chief)

Date: Oct 27, 2020

Attach Subconsultant's/Subcontractor's Certificate of Insurance to this Request.

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

SUBJECT: Approval of Partnership between CFX and WFTV
for Fiscal Year 2021 Safety Campaign

Board approval is requested to enter into a partnership with WFTV, the local ABC affiliate, which is operated by Cox Media Group, to promote the Drive Smart Safety Campaign in a not-to-exceed amount of \$155,000.00.

CFX will work in partnership with WFTV to develop and produce video and digital media assets to be distributed through the WFTV media platforms; online, on-air and on radio. CFX will be able to repurpose and distribute video and media assets developed during this partnership.

The Drive Smart Safety Campaign's objective is to reinforce safe driving habits. The rules of merging, maintaining a safe trailing distance, navigating work zones and steps to take after a car accident will be promoted.

This amount is included in the Five -Year Work Plan

Reviewed by: *Angela Melton*
Angela Melton
Manager of Communications

Michelle Maikisch
Michelle Maikisch

Partnership Investment

CFX will have two (2) campaigns including “light” and “heavy” exposure months to ensure activity for the campaign each month.

Light Months (2) DEC, FEB= \$9,377 (\$4,688 avg per month)

- Native Display/Social Campaign
- ROS DISPLAY WFTV.COM, PRE-ROLL, LIVESTREAM
- I-4 Ultimate Sponsorship

Heavy Months (5) JAN,MAR,APR,MAY,JUN= \$129,719 (\$25,943 avg per month)

- Native Display/Social – 4 new/updated content pieces
- ROS DISPLAY WFTV.COM, PRE-ROLL, LIVESTREAM
- I-4 Ultimate Sponsorship
- Eyewitness News Segments
- WFTV.com FAP/Takeovers
- Broadcast TV schedule (WFTV/WRDQ)
- Youtube|Social | OTT (Quarterly Platform Switch)

Production:

3x :15 Commercial

5x 2:00 Min Eyewitness News Segments

Total Media Investment = \$139,096
Total Production Investment = \$12,464
7 Months (DEC20'-JUN 21')

Total Safety Campaign Investment - \$151,560

FY 2021 Partnership Key Elements

- **Safety Two Min Segments-** inclusive of five (5) Safety two-minute segments to air in Eyewitness News
- **WFTV & WRDQ, Broadcast TV-** 150x :15 sec ROS CFX safety vignettes produced by 927 Creative. Three (3) additional spots to be produced.
- **WFTV.com Display** – 1,000,000 total estimated ROS display impressions
- **WFTV.com Takeovers** – 5 total Rich Media Takeovers on WFTV.com
- **I-4 Ultimate Sponsor** – 100% SOV on WFTV.com’s I-4 Ultimate page
- **Native Impressions** – 4 million total estimated native impressions (O&O, Social, Aud Ext) & creation of 4 pieces of content
- **WFTV.com Pre-Roll** – 55,000 total estimated pre-roll impressions on WFTV.com
- **WFTV Live Stream** – 740 estimated spots on WFTV’s Live Stream platforms
- **Paid Social** – 3 month paid social campaign served to custom audience estimated 5,500 clicks
- **TrueView YouTube** – 95,000 total estimated completed video views
- **Publisher OTT** – 342,850 total estimated video impressions

BILLING COMPANY:	
ADVERTISER:	Central Florida Expressway Authority
AGENCY:	Day Communications
ADDRESS:	4974 Orl Tower Rd.
CITY/STATE/ZIP:	Orlando, FL 32807
SPONSORSHIP:	Safety Campaign
CONTACT NAME:	Angela Melton
CONTACT PHONE:	(407)690-5000
CONTACT EMAIL:	billing@cfxway.com
RUN DATES:	12/1/2020 (production will begin prior to campaign start date)
TOTAL CONTRACT AMOUNT:	\$151,560 7-month campaign
MONTHLY BILLING AMOUNT:	(Pre Production \$12,464) Monthly billing TBD based on production months

Terms And Conditions(CFX signed off through OCT 2021):

- 30-Day Cancellation required in writing.
- If Advertiser does not presently maintain credit with Publisher, payment will be made in advance, at the agreed upon rate set above.
- Advertising content subject to final review and approval by Publisher.

ADVERTISER

CMG REPRESENTATIVE

**CONSENT AGENDA ITEM
#17**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Son Nguyen *Son Nguyen*
Risk Manager

DATE: November 4, 2020

SUBJECT: Authorization for Executive Director to Execute a Settlement Agreement

Board authorization is requested for the Executive Director to execute a Settlement Agreement in a not-to-exceed amount of \$145,000.00 for impacts related to water intrusion off SR 429.

Reviewed by: *Lisa Lumbar*

Lisa Lumbar
CFO

CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 20, 2020

SUBJECT: Approval of Purchase Order to SHI International Corp. for Striim Software and Support Services

Board authorization is requested to issue a purchase order to SHI International Corp. in the amount of \$52,688.16 for Striim software and support services. This will be a cooperative (piggyback) procurement based on the current Omnia Partners (which is a cooperative purchasing organization for the public sector) – IT Solutions Contract #2018011-02, which will allow us to take advantage of the competitive rate already negotiated with Omnia Partners.

This will be used as part of the CFX 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
#19**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 27, 2020

SUBJECT: Approval of First Contract Renewal with Transportation Operations & Management Solutions a registered name of Shimmick Construction Company, Inc. for Toll Facilities Operations and Management Services
Contract No. 001661

Board approval is requested for the first renewal of the referenced contract with Shimmick Construction Company, Inc. in the amount of \$16,950,258.22 for one year beginning on December 26, 2020 and ending December 25, 2021. The original contract was for five years with five one-year renewal options.

The services to be performed under this renewal include providing operations and management services of CFX's toll facilities.

Original Contract	\$67,274,165.81
Supplemental Agreement No. 1	\$ 370,266.44
Supplemental Agreement No. 2	\$ 3,727,219.25
First Renewal	<u>\$16,950,258.22</u>
Total	\$88,321,909.72

This contract is included in the OM&A Budget.

Reviewed by: D. Wynne
David Wynne
Director of Toll Operations

Jim Greer
Jim Greer

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001661**

THIS CONTRACT RENEWAL NO. 1 AGREEMENT (“Renewal Agreement”), is made and entered into this 12th day of November 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called “CFX”, and Transportation Operations & Management Solutions, a registered name of Shimmick Construction Company, Inc., a California corporation, hereinafter called the (“Contractor”). CFX and Contractor are referred to herein sometimes as a “Party” or the “Parties”.

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the “Original Agreement”) whereby CFX retained the Contractor to provide operation and management of toll facilities 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 December 26, 2020 and end on December 25, 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 method of compensation of the Original Agreement in an amount up to \$16,950,258.22 (“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, with the addition of the following:
 - 1) Upon written direction from CFX, the minimum wage rates for employee positions shown in the table attached will be changed to the new CFX directed minimum wage rates. At that time, employees in these positions shall receive either an increase to the new minimum wage rate or \$1.50/hour increase whichever is greater. Upon the effective date of the wage rate change, prices for the identified positions shall increase as shown on the attached backup sheets. In an effort to work in partnership with CFX and in recognition of CFX’s consideration for paying employees a “livable” wage, The Contractor has agreed to waive the Fee and G&A on the price increase associate with the \$1.50 per hour wage uplift for this extension period. This represents a savings of approximately \$94K (annualized). Due to the compounding effect, this waiver is limited to this extension period only and subject to change on future renewals.
 - 2) Contractor will relocate its operations from the CFX Headquarter building to a facility approved by CFX. CFX desires this facility to be up and operationally running as soon as possible on a mutually agreed date but no later than 7/1/2021. The subsequent initial mobilization cost of this facility as well monthly lease will be a pass-through cost to CFX along with the cost to furnish and equip the facility. CFX and Contractor will mutually agree to any terms on the new facility prior to the Contractor signing any agreements for the new facility.

- 3) Any equipment, furniture, fixtures or such that CFX is invoiced for directly or indirectly charged for will be the property of CFX. This excludes any laptop/desktop computers or any equipment that would be leased by Contractor.
- 4) Contractor agrees to no longer charge a differential rate for Reload Lane Toll Tag Sales Attendants. All Toll Service Attendants will be trained in Reload Lane operations as a normal part of their job.
- 5) Contractor will provide an annual evaluation and wage adjustment to employees. All eligible employees will receive an annual merit-based performance evaluation and pay increase averaging approximately 2.5% effective January 2021.
- 6) Contractor will assume the additional responsibility of the remote monitoring of the Electronic Toll Collection System (ETC) for the Wekiva Parkway (Ponkan, Coronado, Mt. Plymouth) and the Poinciana Parkway (Marigold, KOA) locations or other location to be deployed in the future. The monitoring conducted by the contractor will be in addition to work performed by other CFX Maintenance Contractors. The Contractor will not assume any additional liability for lost revenue due to equipment failure for these locations.

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.

**TRANSPORTATION OPERATIONS &
MANAGEMENT SOLUTIONS, a registered
name of SHIMMICK CONSTRUCTION CO., INC.**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Print Name: _____
Title: _____

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

Approved as to form and legality by legal counsel
to the Central Florida Expressway Authority on
this ___ day of _____, 2020 for its exclusive
use and reliance.

By: _____
Print Name: _____

By: _____
Diego "Woody" Rodriguez, General Counsel

By: _____
Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 1 entered into this 10th day of March, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and URS ENERGY & CONSTRUCTION, INC., (the “Contractor”), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract”).

1. CFX desires to expand the scope of services to include a pilot program for in-lane transponder sales along with account replenishment as detailed in Exhibit A.
2. The Contractor hereby agrees to the expanded scope of services and to the additional Contract amount of \$370,266.44 which brings the total Contract amount to \$67,644,432.25 with no increase in the term of the Contract. Although the actual length of the pilot program is undetermined, to establish an estimated amount for the SA, detailed cost for 1 year is provided in Exhibit A. Total man-hours shall not exceed 19,824 without written amendment to the Agreement.
3. Notwithstanding, Article 2. Term and Termination clause, in the original Agreement dated November 12, 2015, CFX may unilaterally terminate the services being provided under this SA with 30 days’ written notice for convenience.
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 except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor’s waiver of all future rights for additional compensation, with respect to this SA, which is not already defined herein or in the fee proposal.
5. This Supplemental Agreement No. 1 is necessary to expand the scope of services to include an operational test for in-lane transponder sales along with account replenishment as detailed in Exhibit A.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No.: 001071

Cost of additional services: \$370,266.44

This Supplemental Agreement No. 1 entered into as of the day and year first written above. This Supplemental Agreement was awarded by CFX's Board of Directors at its meeting on March 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


By: 
Director of Procurement

URS ENERGY & CONSTRUCTION, INC.

By: 
Brad White

Print Name
Vice President

Title: _____

Witness: 

Date: 3/18/2016

AECOM
LEGAL DEPARTMENT
BY: 
DATE: 3/14/16

Approved as to form and execution, only.


General Counsel for CFX

EXHIBIT A
SCOPE OF SERVICES

**Central Florida Expressway Authority (CFX)
URS Energy & Construction, Inc. ("URS")
Contract No. 001071**

**In-Lane Tag Sales Operational Test
Scope of Work**

Summary

CFX is implementing a program to sell and distribute E-PASS transponders, and replenish E-PASS Accounts in select Toll Plaza cash lanes. The program will be implemented at the Conway Toll Plaza. URS will be responsible for providing Toll Service Attendants to perform these activities. This will include all related Toll Operations program management, supervision, training, money handling, inventory controls, audit, reconciliation, documentation, and procedures development specific to the work conducted at the plaza and the audit process. CFX will provide all required in lane hardware, and initial training on software and systems required to be used to process each transaction.

CFX intends to install signage that notifies customers of the lanes to be used for purchasing transponders and replenishing accounts. CFX will be providing transponders, related marketing and collateral material, User Agreements, etc. for use by URS personnel as directed. URS personnel will also be trained and equipped to collect cash toll transactions during the sale and for customers that have entered the lane erroneously. Credit cards will not be accepted for the payment of tolls under this program.

Schedule

URS will be responsible for staffing two lanes seven days per week beginning April 1, 2016, as follows:

	Hours Staffed	Total Hours / Day	Days/ Week	Total Hours / Week	Total Hours / Year
Lane No. 5	6:00 AM – 8:00 PM	14	7	98	5,096
Lane No. 15	6:00 AM – 8:00 PM	14	7	98	5,096
Total		28		196	10,556

A separate listing of total hours required for lane staffing, breaks, and supervision is provided in Change Order No. 001071-1.

Training by CFX

CFX will facilitate initial training to URS provided personnel on all Customer Service System functionality required to process each transaction. This will include, but not be limited to:

1. Steps involved in selling a prepackaged E-PASS sticker transponder.
2. Steps involved in selling a prepackaged portable transponder.
3. Steps involved in accepting funds to replenish a customer's account.
4. How to document and provide receipts/proof of sale depending on funds received. Funds accepted may be in the form of cash, credit cards, or checks.
5. Training on documentation or information that may be provided to the customer such as referencing them to the E-PASS Service Center website for detailed account setup and activation.

Training by URS

URS will provide training on the processes involved for issuing shift tour funds, safeguarding of funds and assets, providing proof of quantity sold, managing inventory on hand, managing deposits, and providing documentation to be used by personnel to record all unusual occurrences, etc. This will include, but not be limited to:

1. Tour fund record (to include transponder stock) and all steps involved in beginning a shift.
2. Detailed transaction and revenue accounting processes required.
3. All steps involved in ending a shift.
4. Deposit entry into CFX systems.
 - a. Deposit funds for transfer to Brinks for bank processing or other designated party by CFX.
 - b. Instructions on how to segregate funds from Toll Payment transactions.

URS Audit Process

1. URS will be responsible for providing a detailed Audit and Reconciliation to account for all transactions, revenues, variances, and explanation of variances.
2. A detailed deposit reconciliation process will be developed to compare deposited funds to funds received and recorded by the CFX's bank.
3. Periodic audit of inventory reported to be on hand will be conducted.

Inventory Control

1. CFX will issue URS specific quantities of transponders for sale and distribution. URS will sign for and take responsibility for the quantity received.
2. URS will securely store transponders in the vault room of the plaza.
3. URS will monitor the level of inventory and inform CFX when the inventory needs to be replenished. This will include tracking and reconciling the inventory reported to be sold and the inventory reported to be on hand.

Documentation

1. URS will develop Standard Operating Procedures (SOP's) and Training Modules for the activities described herein.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 2 entered into this 10 day of November, 2016 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and URS ENERGY & CONSTRUCTION, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract").

1. CFX desires to continue the In-Lane Tag Sales Program at the Conway Toll Plaza and expand it to include the John Young and Forest Lake Plazas as detailed in the attached Scope of Work.
2. The Contractor hereby agrees to the expanded scope of services and to the additional amount of \$3,727,219.25 which brings the total Contract to \$71,371,651.50 with no increase in the term of the Contract. The scope includes providing management, staffing, training, supervision, documentation, and audit and reconciliation services. The Conway Plaza expansion starts April 1, 2017 through December 25, 2020. The John Young services begin on December 1, 2016 through December 25, 2020. The Forest Lake services begin on March 1, 2017 through December 25, 2020.
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: Toll Facilities Operations and Management Services

Contract No.: 001071

Amount of Changes to this document: \$3,727,219.25

Revised Contract Amount: \$71,371,651.50


This Supplemental Agreement No.2 entered into as of the day and year first written above. This Supplemental Agreement was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 11/28/16

URS ENERGY & CONSTRUCTION, INC.:

By: 
BRAD WHITE

Print Name

Title: VICE PRESIDENT

AECOM
LEGAL DEPARTMENT
BY: 
DATE: 11/21/16

Witness: _____

Date: _____

Approved as to form and execution, only.


General Counsel for CFX

**Central Florida Expressway Authority (CFX)
URS Energy & Construction, Inc. ("URS")
Contract No. 001071**

**In-Lane Tag Sales and Account Replenishment
Conway, John Young and Forest Lake Plazas
Scope of Work**

Summary

CFX has successfully implemented an operational test program to sell and distribute E-PASS transponders, and replenish E-PASS Accounts in select cash lanes at the Conway Toll Plaza. Given the positive reception of the test program by users of the Expressway System, CFX desires to continue the In-Lane Sales program at the Conway Toll Plaza, and expand it to include the John Young and Forest Lake Toll Plazas. URS will be responsible for providing Toll Service Attendants and other support staff to perform these activities. This will include all related Toll Operations program management, supervision, training, money handling, inventory controls, audit, reconciliation, documentation, and procedures development specific to the work conducted at the plazas. CFX will provide all required in lane hardware, and initial training on software and systems required to be used to process each transaction.

CFX will be providing transponders, related marketing and collateral material, User Agreements, etc. for use by URS personnel as directed. URS personnel will also be trained and equipped to collect cash toll transactions for customers that have entered the lane erroneously. Credit cards will not be accepted for the payment of tolls under this program.

Schedule

URS will be responsible for staffing two lanes at each location seven days per week beginning December 1, 2016 at John Young Plaza and beginning March 1, 2017 at Forest Lake Plaza as follows:

	Hours Staffed	Number of Lanes	Total Hours / Day	Days/ Week	Total Hours / Week	Total Hours / Year
Conway Plaza (Lanes 5 and 15)*	6:00 AM – 8:00 PM	2	28	7	196	10,192
John Young Plaza (Lanes 3 and 10)	6:00 AM – 8:00 PM	2	28	7	196	10,192
Forest Lake Plaza (Lanes 2 and 11)	6:00 AM – 8:00 PM	2	28	7	196	10,192
Total			84		588	30,576

**Conway Plaza lanes opened on May 11, 2016 and shall remain in operation.*

A detailed listing of total hours required for lane staffing, breaks, audit, supervision, and administration is provided in Change Order No. 001071-2.

Training by URS

URS will provide training on the processes involved for issuing shift tour funds, safeguarding of funds and assets, providing proof of quantity sold, managing inventory on hand, managing deposits, performing audits, and providing documentation to be used by personnel to record all unusual occurrences, etc. This will include, but not be limited to:

1. Tour fund record (to include transponder stock) and all steps involved in beginning a shift.
2. Detailed transaction and revenue accounting processes required.
3. All steps involved in ending a shift.
4. Deposit entry into CFX systems.
 - a. Deposit funds for transfer to Brinks for bank processing or other designated party by CFX.
 - b. Instructions on how to segregate funds from Toll Payment transactions.

Training by CFX

CFX will provide training to URS provided personnel as required to support the rollout of new releases of the Tag Replenishment and In-Lane Sales (TRAILS) software.

Audit Process

URS shall be responsible for performing and providing to CFX a detailed Audit and Reconciliation accounting for all transactions, revenues, variances, and explanation of variances for each shift worked in a lane. Audit types shall include:

- 1) The E-PASS in-lane transponder sales and account replenishment funds.
- 2) The cash tolls collected in the E-PASS Service Lane. The same detailed audit currently used for cash toll collections will also be used for cash toll collected in the E-PASS Service Lane.

URS shall also perform a deposit reconciliation that compares deposited funds to funds received and recorded by the CFX's bank.

Periodic audit of transponder inventory issued to URS and in stock at each plaza will also be conducted.

Inventory Control

1. CFX will issue URS specific quantities of transponders for sale and distribution in the lanes. URS will sign for and take responsibility for the quantity received.
2. URS will securely store transponders in the vault room of each plaza.
3. URS will monitor the level of inventory and inform CFX when the inventory needs to be replenished. This will include tracking and reconciling the inventory reported to be sold and the inventory reported to be on hand.

Documentation

URS will maintain the Standard Operating Procedures (SOP's) and Training Modules that were developed for the test program for the activities described herein. URS will update the SOP and training materials with the release of updated software.

Additional Services

Additional services to be performed by URS in support of the In-Lane Tag Sales program include:

1. Monitoring the level of service being provided in the E-PASS Service Lanes to ensure a high level of customer satisfaction.
2. Periodic observation of TSAs in the lane to ensure proper transaction processing.
3. Quality reviews of the paperwork associated with transponder sales and account replenishment to ensure completeness and consistent adherence to policies.
4. Training of new E-PASS Service Lane staff.
5. Conduct retraining of employees, as necessary.
6. Monitor inventory levels of all items related to conducting business in the E-PASS Service Lanes.
7. Servings as the liaison between TSAs and CFX IT to report system issues and follow up for resolution.
8. Communicating changes to the program to the appropriate staff.
9. Following up with customers if there are customer service issues.
10. Coordinating with the back-office contractor when necessary to resolve customer account issues.

ASSIGNMENT AND ASSUMPTION AGREEMENT

**AECOM ENERGY & CONSTRUCTION, INC.,
TRANSPORTATION OPERATIONS & MANAGEMENT
SOLUTIONS (registered name SHIMMICK CONSTRUCTION
COMPANY, INC.) and CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**TOLL FACILITIES OPERATIONS AND MANAGEMENT
SERVICE**

CONTRACT NO. 001071

CONTRACT DATE: DECEMBER 12, 2019

ASSIGNMENT AND ASSUMPTION AGREEMENT, CONSENT TO ASSIGNMENT AND AMENDMENT TO AGREEMENT

This **Assignment and Assumption Agreement, Consent to Assignment and Amendment to Agreement** (this "**Assignment**") is made as of 12/12/2019 by and between AECOM Energy & Construction, Inc. (f/k/a URS Energy & Constructions, Inc.), an Ohio corporation ("**Assignor**"), Transportation Operations & Management Solutions, a registered name of Shimmick Construction Company, Inc., a California corporation ("**Assignee**"), and Central Florida Expressway Authority, a body and politic agency of the State of Florida ("**Beneficiary**"). Assignor, Assignee, and Beneficiary may be individually referred to herein as, a "**Party**" and collectively as, the "**Parties**".

RECITALS

A. Assignor and Beneficiary executed that certain Toll Facilities Operations and Management Services Contract No. 001071, dated November 12, 2015 (the "**Agreement**") for the operation and management of toll facilities (the "**Project**"). Defined terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

B. Section 17 of the Agreement allows Assignor to assign the Agreement with Beneficiary's prior written consent.

C. Assignor desires to assign the Agreement to Assignee and Assignee desires to accept and assume the Agreement, and Beneficiary desires to consent to such assignment and assumption.

D. As inducement for Beneficiary to consent to Assignor's assignment of the Agreement to Assignee, and contingent upon the effectiveness of such assignment, the Parties desire to amend the Agreement to increase the amount of the performance bond and extend the term required for Contractor to retain Key Personnel.

AGREEMENT

Accordingly, in consideration of the mutual covenants and promises set forth in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Assignment.

2. Assignment and Assumption. Assignor hereby assigns, conveys, transfers and delivers to Assignee the Agreement and all of its right, title and interest thereunder. Assignee hereby accepts the assignment and conveyance and hereby assumes and agrees to perform and discharge all of the obligations, duties, liabilities, covenants and responsibilities of Assignor under the Agreement. Beneficiary hereby releases Assignor from all of its obligations and liabilities under the Agreement upon expiration of the base contract term in December 2020.

3. Conditions Precedent. This Assignment will be effective upon (the "**Effective Date**"):

- a. Each party executing this Assignment;

- b. Assignee's delivery of a certificate of insurance in compliance with the Agreement; and
- c. Assignee's delivery of (i) a consent of surety evidencing the surety's consent to change the name of the principal on the Performance Bond to the Assignee and (ii) a surety rider evidencing the surety's consent to changing the bond amount to \$3,000,000.

4. Return of Instruments. Beneficiary covenants to promptly return Assignor's existing Performance Bond upon receipt of the replacement or substitute instrument.

5. Consent to Assignment. Beneficiary hereby consents to the assignment of the Agreement to, and the assumption of the Agreement by, Assignee.

6. Amendment of Agreement. Conditioned upon the effectiveness of this Assignment and effective upon the Effective Date, the Agreement shall be amended as follows:

- a. Section 6.5 of the Agreement is hereby amended by deleting "\$1,000,000" from the first sentence and replacing it with "\$3,000,000".
- b. The third paragraph of Section 8 of the Agreement is hereby amended by deleting "second anniversary of the Effective Date of this Contract" from the first sentence and replacing it with "end of the five-year Contract term".

7. Entire Agreement. This Assignment constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, correspondence, conversations and negotiations with respect to the subject matter hereof. This Assignment shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

9. Modification. This Assignment may not be modified or changed except by an instrument in writing duly executed by the Parties hereto, and no waiver of any provision or condition hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing duly executed by the Party hereto seeking to be charged with such waiver or consent.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a dispute regarding enforcement of the terms of this Assignment, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.


11. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date set forth above.


ASSIGNOR:

**AECOM ENERGY &
CONSTRUCTION, INC.**

By: 
Name: BRAD WHITE
Title: VICE PRESIDENT

ASSIGNEE:

**TRANSPORTATION OPERATIONS
& MANAGEMENT SOLUTIONS,**
a registered name of Shimmick
Construction Company, Inc.

By: 
Name: Paul Camacho
Title: Chief Operating Officer


**ACKNOWLEDGED, ACCEPTED AND
AGREED:**

**REVIEWED AND APPROVED
BY CFX LEGAL**



BENEFICIARY:

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: 
Name: Aneth Williams
Title: Director of Procurement



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Fictitious Name Detail

Fictitious Name

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS

Filing Information

Registration Number G19000075552
Status ACTIVE
Filed Date 07/11/2019
Expiration Date 12/31/2024
Current Owners 1
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

8201 EDGEWATER DRIVE
SUITE 202
OAKLAND, CA 94621

Owner Information

SHIMMICK CONSTRUCTION COMPANY, INC.
8201 EDGEWATER DRIVE, SUITE 202
OAKLAND, CA 94621
FEI/EIN Number: 94-3107390
Document Number: F11000003995

Document Images

07/11/2019 -- Fictitious Name Filing

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No Filing History

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G19000075552

Fictitious Name to be Registered: TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS

Mailing Address of Business: 8201 EDGEWATER DRIVE
SUITE 202
OAKLAND, CA 94621

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Jul 11, 2019
Secretary of State

Owner(s) of Fictitious Name:

SHIMMICK CONSTRUCTION COMPANY, INC.
8201 EDGEWATER DRIVE, SUITE 202
OAKLAND, CA 94621 US
Florida Document Number: F11000003995
FEI Number: 94-3107390

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

GREG DUKELLIS

07/11/2019

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

State of Florida

Department of State

I certify from the records of this office that SHIMMICK CONSTRUCTION COMPANY, INC. is a California corporation authorized to transact business in the State of Florida, qualified on October 4, 2011.

The document number of this corporation is F11000003995.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 6, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of June,
2019*



Randy R. Lee
Secretary of State

Tracking Number: 3396680050CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS is a Fictitious Name registered with the Department of State on July 11, 2019.

The Registration Number of this Fictitious Name is G19000075552.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twelfth day of July, 2019



Randy Rye

Secretary of State

NAME CHANGE AGREEMENT

WHEREAS, on November 12, 2015, Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as "CFX", and URS Energy & Construction, Inc., "CONTRACTOR", entered into an Agreement, and amendments thereto, whereby the CONTRACTOR would provide toll facilities operations and management and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on September 12, 2016 the CONTRACTOR officially changed its legal registered name to AECOM Energy & Construction, Inc.; and

WHEREAS, AECOM Energy & Construction, Inc. will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, CFX hereby consents to continuing the Agreement with AECOM Energy & Construction, Inc.

WHEREAS, where the term URS Energy & Construction, Inc. shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to AECOM Energy & Construction, Inc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

Contract No. 001071
Contract No. 001169

IN WITNESS WHEREOF, the CONTRACTOR caused these presents to be executed by
their duly authorize officer this 17 day of January, 2017.

ATTEST:



CONTRACTOR AECOM Energy & Construction, Inc.

BY

Brad White
Signature

Tamica Sinanan Dizon

Brad White, Vice President
Name and Title

CONSENT TO ABOVE AND FOREGOING NAME CHANGE
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY

Aneth Williams
Signature

Aneth Williams
Aneth Williams, Director of Procurement

1-19-17
Date

Approved as to form and execution, only.

Joseph Floriatare
General Counsel for CFX

EXHIBIT "A"

**CERTIFICATE OF AMENDED
AND RESTATED ARTICLES OF INCORPORATION**

**CERTIFICATE OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
URS ENERGY & CONSTRUCTION, INC.**

Charter Number 171188

The undersigned, Jeane C. Baughman, who is the Secretary of URS Energy & Construction, Inc., an Ohio corporation for profit, does hereby certify that in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the attached Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed her name on September 7, 2016.

URS ENERGY & CONSTRUCTION, INC.



Jeane C. Baughman, Secretary

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of September 12, 2016)

- FIRST:** The name of the corporation is AECOM Energy & Construction, Inc.
- SECOND:** The place in the State of Ohio where its principal office is located is in the City of Columbus, Franklin County.
- THIRD:** The purposes of the corporation are as follows: To perform a broad range of design, engineering, construction, construction management, facilities and operations maintenance, environmental remediation and mining services including, but not limited to, engineering and architectural work of a general, civil, mechanical, electrical or mining nature, including preparation of plans and specifications, and act as consulting and superintending engineers and architects, and generally to do and perform any and all work as engineers, architects, builders and contractors, and to solicit, obtain, make, perform, promote and carry out contracts covering the general building and contracting business and all operations connected therewith of every kind, character and description, and to engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.
- FOURTH:** The number of shares which the corporation is authorized to have outstanding is sixty thousand (60,000) shares of common stock, all of which shall have a par value of Ten Dollars (\$10.00).
- FIFTH:** These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.
-

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS ENERGY & CONSTRUCTION, INC.**

**TOLL FACILITIES OPERATIONS AND
MANAGEMENT SERVICES**

**CONTRACT NO. 001071
CONTRACT DATE: NOVEMBER 12, 2015
CONTRACT AMOUNT: \$67,274,165.81**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, TECHNICAL PROPOSAL,
PRICE PROPOSAL, REFERENCE DOCUMENTS,
STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE
DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

FOR

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071

NOVEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

**Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

Executive Director

Laura Kelley

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Attached compact disk contains the following and are incorporated herein

Reference Documents (Part of Scope of Services)
Standard Operating Procedures (Part of Scope of Services)
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Technical Proposal
Acknowledgement of Addenda
Code of Ethics Form
Conflict of Interest Form
Drug Free Workplace Form

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, hereinafter the CONTRACTOR;

WITNESSETH:

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

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the 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 toll facilities operations and management 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,
- 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").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established 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 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-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 shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of 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 or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to 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 \$67,274,165.81.

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. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("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 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 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.

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free

Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

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 Project Manager, Quality Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (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

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with 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 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 and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to 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 in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use

of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

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 Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

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

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims 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 November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

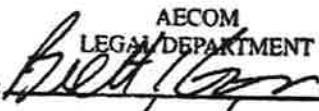
Print Name: Claude Miller


URS ENERGY & CONSTRUCTION, INC.

By: 


Print Name: Bruce A. Trott

Title: General Manager

AECOM
LEGAL DEPARTMENT
BY: 
DATE: 11/19/15

ATTEST:  (Seal)
Asst Sec

Approved as to form and execution, only.


General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

TOLL FACILITIES OPERATIONS AND MANAGEMENT

CONTRACT NO. 001071

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1 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

The Toll Operations Contractor (TOC) shall operate and manage the Central Florida Expressway Authority's (Authority's) Toll Collection Operations and Toll Facilities. The TOC shall provide:

1. Efficient toll collection operations,
2. Effective management and operations of the Electronic Toll Collection (ETC) System,
3. Sound audit and reporting processes,
4. Responsive, courteous customer service, and
5. Proper facilities management.

A detailed Operations Plan shall be submitted by the TOC showing how it intends to carry out these responsibilities. The Operations Plan shall be updated on an annual basis.

1.1.1 Description of Services

The services required under this Contract will be to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide all the qualified and trained personnel, plus all the materials, supplies, equipment, furnishings and support services necessary to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide services 24-hours per day, 7-days a week, 52-weeks per year. The TOC shall manage all aspects of the toll operations. This includes all toll collections, on-going training, scheduling, courier service, etc. The TOC shall partner with the Authority and provide not only excellent personnel, but ensure ongoing excellence in operations by quality training, testing, monitoring, evaluation, and reporting. A set of approved Standard Operating Procedures (SOP) has been established and shall be followed until change requests have been submitted and approved. As such, the SOP is hereby incorporated into the Scope of Services and the Contract as part of operations and included as a major component of the Training Plan. The TOC shall also ensure that excellent customer service is provided.

The TOC shall operate and oversee the Authority's ETC System at the plaza, ramp, and lane levels. The ETC System includes manual lane terminals (MLT), automatic coin machines (ACM), and ETC. The TOC shall monitor the ETC System to ensure that all lanes are operating properly, promptly report ETC System maintenance issues, and perform some preliminary actions to help correct some ETC System issues. The TOC shall ensure that all lanes required to be open are properly open; reversible lanes are properly changed when required; and all lanes are in the proper collection mode. The TOC shall monitor traffic operations at the plazas and ramps to take appropriate actions.

The TOC shall provide a thorough auditing process to ensure that all revenue, transactions, and monies are properly collected, processed, verified, reconciled, and reported. The TOC shall provide an accurate and timely reporting process.

The TOC shall manage the Toll Facilities, including administrative buildings, plazas, ramps, and all lanes. The TOC shall oversee security at Toll Facilities, provide janitorial services for all Toll Facilities, and provide any other services required to ensure the proper completion of the requirements in this Scope of Services.

The TOC is responsible for 100% of the contractual requirements and shall perform a minimum of 60% of the work with its own forces. Subcontractors shall be financially capable of handling the cost of doing business, and shall have the expertise to perform the work assigned. However, if the subcontractors cannot perform the work assigned then the TOC shall ensure that the job is performed and completed properly. The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the TOC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff. The Authority also reserves the right to add personnel to the Contract, depending on circumstances and staffing requirements.

1.1.2 Personnel

It is the Authority's intent to minimize any adverse employment impacts to the current contractor's full-time employees as a result of implementing this Contract. To that end, the TOC shall give first right of refusal to the current contractor's full-time employees having a performance rating of "Satisfactory" or better. It is not the Authority's intent to require the TOC to keep personnel indefinitely if they are not performing as expected. The TOC shall be required to keep employees who are eligible and have indicated a desire to continue working, for a minimum of 60 days. There are approximately 340 toll collectors, supervisors, and plaza managers under the existing contract. Approximately 40 percent are full-time employees.

The Authority expects the TOC to provide compensation that will be at a level to promote the hiring and retention of quality personnel. The current wage levels for toll collection classifications are provided in the reference documents and are to be considered the minimum wage levels for those classifications. Reference Document No 1.

1.1.3 Authority's ETC System

The Authority's current ETC System has been in operation since 1994 and includes 14 mainline plazas and 64 ramp plazas on 109 centerline miles of highway, which includes S.R. 408 (East-West Expressway); S.R. 417 (Central Florida GreeneWay); S.R. 528 (Beach Line Expressway); S.R. 429 (Daniel Webster Western Beltway); S.R. 414 (John Land Apopka Expressway); S.R. 451 and SR 551 (the Goldenrod Road Extension).

The ETC System is fully integrated and includes three modes of collection:

- Electronic Toll Collection (ETC) or Automatic Vehicle Identification (AVI),
- Automatic Coin Machines (ACM), and
- Manual Lane Terminals (MLT).

E-PASS® is the registered trademark name for the Authority's ETC System. The ETC System has many mixed lane configurations. The ETC System currently consists of 307 toll-equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance Facility). There are currently 72 MLT lanes, 100 ACM lanes, 75 dedicated ETC lanes, and 60 ORT lanes. The Violation Enforcement System (VES) equipment is located in all lanes. See the Reference Documents for a listing of equipment, software applications, and locations.

The main communication link is the Fiber Optic Network (FON). Each lane has a lane controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms, and sends reports to the appropriate plaza computer. The plaza computer, in turn, reports to the host computer located at the Authority's headquarters. The lane controller also communicates with the host computer in real-time to update E-PASS customer accounts.

1.2 PROGRAM MANAGEMENT AND ADMINISTRATION

1.2.1 Program Management and Administration Plan

The TOC shall provide a Program Management and Administration Plan showing the organization of the project and office staff, and identifying all functional areas, the key personnel in all the functional areas, and a detailed Staffing Plan. The Staffing Plan shall identify all positions, personnel, and functions to be filled at the TOC Operations Office. These plans shall be updated annually, at a minimum, or whenever changes occur.

1.2.2 TOC Operations Office

The TOC shall furnish and maintain a TOC Operations Office. This office is currently located at the Authority's Operations and Administration Building (Headquarters). There will be no leasing charge to the TOC for the space allocated to them in the Authority's Headquarters, however the TOC will be required to execute a Zero-Dollar Lease Agreement with the Authority. All business performed in the Authority's Headquarters by the TOC shall be solely in connection with the operations of the Authority's toll facilities. The Authority will provide approximately 6,700 square feet. The Authority reserves the right at its discretion to request the TOC to relocate its Operations Office from the Authority's building. If the Authority were to make such a request the Authority would negotiate with the TOC on reimbursement and billing of any additional cost incurred by the TOC.

1.2.2.1 Location

The TOC Operations Office shall be located at the Authority's Headquarters.

1.2.2.2 Office Site Plan

A plan is not required at this time, but may be required if the TOC is asked to move its Operations Office from the Authority's Headquarters.

1.2.2.3 Furniture and Equipment

The TOC shall provide all office furnishings and equipment required for this Contract not provided by the Authority. All furnishings and equipment provided by the TOC for the Contract will be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. The exception to this would be any equipment which is under lease. The Authority will provide the application software, "TRIMS" and access rights to the ETC System network. TRIMS software, in conjunction with the appropriate TOC workstations and network access, provides "intelligent" terminal access to the Authority's ETC System network. This software, through the workstations and the available ETC System applications, provides on-line, user-defined functional access to host and plaza system-level functions (i.e., report generation, monitoring of traffic, collector and lane activity monitoring, system real-time monitors, e-mail, and system maintenance functions). The current contractor has PC workstations with TRIMS installed. These include the Audit staff, Operations Manager, Program Manager, etc.

1.2.2.4 Training Facility

The training facility is provided by the Authority at the Authority's Headquarters along with the necessary equipment to simulate toll transactions. The TOC is responsible for all other materials and equipment to facilitate training.

1.2.3 Vehicles

1.2.3.1 Vehicles

The TOC shall furnish and maintain all vehicles necessary to support the Contract. All vehicles shall be owned or leased, operated, and maintained in good working order by the TOC. All insurance and licensing shall be provided by the TOC. The vehicles provided by the TOC for "official use" shall be white with no markings. All vehicles shall be safe and present a clean appearance. Vehicles not meeting these requirements, as determined by the Authority, shall be removed from the project by the TOC.

1.2.3.2 Transportation and Parking

The TOC shall provide transportation for collectors working the ramp toll plazas, or may allow collectors to use their personal vehicles and reimburse

expenses. As a general rule, employees are not allowed to cross dedicated or express E-PASS lanes. Transportation for staff shall be provided by the TOC where ever a condition exists that would require an employee to cross a dedicated or express lane. The TOC shall transport employees from one side of the plaza to the other when going to and from work. No TOC personnel shall park personal vehicles on Authority right-of-way, except at mainline and ramp plazas in designated parking areas, unless specifically approved in writing by the Authority.

1.2.3.3 Vehicle List

The TOC shall provide a detailed listing of all vehicles assigned to the Contract. The vehicle list shall include vehicle make and model, color, description, vehicle identification number, license (tag) number, E-PASS account and transponder identification number, assignment location, and authorized drivers. The TOC shall provide an updated vehicle listing to the Authority whenever the active listing changes.

1.2.4 Security and Safety

1.2.4.1 Security

1. The TOC shall provide security for all toll collection facilities, including the safety and security of employees as well as the physical structures.
2. The TOC shall provide and maintain strict security for all operating funds and collected revenues.
3. The security procedures shall include the installed security/card access system and combination locks at each Authority facility.
4. The combinations of all locks at all plazas shall be changed annually by the TOC.
5. The SOP requires a check of each booth at least once per shift. This requirement includes not only the mainline plazas, but also each ramp plaza. These activities shall be included in the TOC's Operations Plan and pricing.
6. The TOC shall develop additional procedures, as necessary, to include quarterly security inspections. Reports summarizing the security inspection results shall be submitted to the Authority no later than 15 days after the security inspection is completed.
7. The TOC shall make recommendations to the Authority staff regarding security items needing repair and/or recommend improvements to the security of the Authority's facilities.
8. Investigations – The TOC shall conduct and document investigations into incidents of theft and fraud, and activities of a suspicious nature. All investigation reports shall be immediately forwarded to the Authority for

review. The TOC's investigators shall cooperate with Authority representatives and all law enforcement personnel while conducting investigations.

1.2.4.2 Safety

The TOC shall develop, implement, and maintain a Safety Program Plan. The Safety Program Plan shall comply with all applicable state, local, and federal regulations. The Safety Program Plan will include, at a minimum, safety training, safety awareness, and written safety procedures to be followed by TOC personnel. The TOC (and any subcontractor) shall ensure that all work environments conform to the safety and health standards set forth in *Title 29, Code of Federal Regulations*.

1.2.5 Construction Liaison (not required at this time)

When applicable, the Construction Liaison shall attend designated construction-related meetings with the Authority, the Authority's Construction Engineering and Inspection (CEI) consultant and/or contractors. The Construction Liaison shall coordinate with the CEI and the TOC to assist with maintaining operations at toll facilities during construction. The Construction Liaison shall provide input to the CEI with respect to toll operations and toll collection issues that may affect construction activities. It is the Construction Liaison's responsibility to keep plaza managers and the Authority's Director of Toll Operations informed on planning, scheduling, and progress of construction activities that impact the mainline and ramp plazas. The TOC shall provide the Construction Liaison with the tools necessary to adequately perform his/her job.

1.2.6 Emergency Operations Plan

The TOC shall develop, implement, and maintain an Emergency Operations Plan. The TOC shall submit the Emergency Operations Plan to the Authority for review and approval. The TOC shall maintain toll operations during all emergencies, including fire, accident and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Office of the Governor, Florida Department of Transportation (FDOT) Secretary, the Florida Highway Patrol, local police, the Authority's Executive Director or a designee assigned by the Authority's Executive Director.

1.2.7 Customer and Public Relations

1. The TOC shall provide excellent customer service and achieve a high level of customer satisfaction.
2. The TOC shall assist in providing customer relations services for the Authority. The TOC shall provide a personnel customer training program as part of each new employee's orientation process. These services shall address toll-related announcements which, at a minimum, shall include the distribution of information, including circulars and flyers, to toll customers.

3. The TOC shall make no statements, press releases, or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying the Authority and securing its consent in writing. The TOC shall not publish, copyright, or patent any data furnished according to the Contract. Such data or information is the property of the Authority.

1.3 TOLL OPERATIONS

1.3.1 General Requirements – Toll Collection

The TOC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation and management of the Authority's toll collection facilities. The TOC shall provide, implement, maintain, and manage approved toll collection procedure(s) addressing, at a minimum, the requirements included in the SOPs and as specified herein. The Toll Operations SOP manual contains the current requirements for operating the Authority's toll facilities. When changes are required, the TOC shall submit these change requests to the Authority for review and approval. The TOC shall request updates/changes to the Toll Operations SOP as needed and the Toll Operations SOP shall be updated no less than once a year.

1.3.2 Operations Plan

The TOC's Operations Plan shall detail how superior toll collection operations and management will be accomplished. The Operations Plan shall be updated on an annual basis.

1.3.3 Toll Collection Operations

1. **Toll Collection** - The TOC shall accurately and efficiently collect and account for all transactions and revenues associated with each vehicle using the Authority's facilities. The TOC shall perform these services courteously and, when requested, provide the Authority's customers with information and assistance.
2. **Toll Deposit** - The TOC shall be responsible for preparing all deposit documentation and assuring that all collected funds are verified and deposited daily in the proper accounts, and according to the approved SOP(s).
3. **Toll Audit** - Using existing financial, operational, exception, and unusual occurrence reports, the TOC shall provide a complete and accurate audit of the toll collection and traffic management operation.
4. **Customer Reports** - Reports from customers and other sources concerning accidents and/or incidents shall be verified and reported to the appropriate agencies by the TOC to ensure rapid and efficient dispatch of required services. The TOC shall maintain a complete record and log of all accidents and incidents and shall make them available to the Authority upon request. Content and format shall be subject to the review and approval of the Authority.

5. **Toll Staffing** - Toll collection facilities shall be staffed by the TOC to provide efficient and safe operation while minimizing delay to the customers and traffic congestion in the toll plaza area.
6. **Toll System** - The TOC shall use/operate the Authority's toll collection system according to approved SOPs and user manuals.
7. **Toll Training** - The TOC shall be responsible for training all operators on the operation of all types of collection and processing equipment used by the Authority on its facilities.

1.3.4 Plaza Staff Scheduling

Toll collection personnel shall be staffed so that a minimum of 40 percent of each plaza's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. A TOC Supervisor shall be scheduled on duty 24 hours per day, 7 days per week. The Supervisor shall be first-line management for toll collectors. Schedules shall be developed to ensure that the plazas are properly staffed at peak traffic times and all required lanes are open in the proper mode. It is the Authority's intent to reduce customer delay and congestion to the maximum extent possible, consistent with efficient staffing. Reference Document No. 2 shows the initial minimum requirements for lane operating hours and lane usage. Any desired staffing changes will be subject to approval by the Authority.

1.3.5 Deposit Preparation and Verification Procedure

The TOC shall provide, implement, and maintain a Deposit Preparation and Verification Procedure within the Toll Operations SOP for the collection and disposition of all revenues collected. The Authority reserves the right to review preparation of deposits and supervisor verification at any time.

1.3.6 Discrepancy Operations Reporting Procedure

The TOC shall provide, implement, and maintain a Discrepancy Operations Reporting Procedure as part of the Toll Operations SOP. The procedure shall be used to report unusual circumstances. This includes estimates of revenue lost due to theft, banking errors, or loss from any other reason, and/or procedures violations.

1.3.7 Toll Collection System

The Authority's Toll Collection System is the primary internal control over revenue collection. It provides complete shift data for every lane no matter what the collection mode. Therefore all transactions can be accounted for and a reliable audit can be performed, unless the system was not working in a particular lane. The Toll Collection System lanes are managed from the mainline plaza computer for those lanes assigned to each plaza. The plaza manager's and supervisor's terminals provide the monitoring devices for the Toll Collection System, and for all lanes reporting to a particular mainline plaza. The terminals provide real-time monitoring of transactions in each lane, and show system maintenance alarms which must be acknowledged by the supervisor. Lanes can be opened and closed remotely at the plaza or on site in the lane. It is of great importance that the TOC understands the Toll Collection System and its capabilities.

1.3.8 Toll Collection System – Monitoring

The TOC is required to monitor the ETC System. As stated above, the real time monitors provide the TOC with the ability to monitor activity in the lanes. The TOC shall make appropriate use of this capability. This includes monitoring and acknowledging maintenance alarms and actual lane activity or inactivity. The Authority is relying on the TOC to be the steward of the ETC System. The TOC shall be especially vigilant in regards to the dedicated and express E-PASS lanes because there is a great potential for lost revenue if the ETC System is not performing properly or is out of service. The TOC is responsible for notifying the System Maintenance Contractor and if appropriate the Authority staff. The TOC has a minimum of a two hour notification window, from the time of the lane failure to the time of reporting the incident. The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. It is expected that these activities shall be reported as soon as the TOC learns of them and, with few exceptions, well within the required time frame.

1.3.9 Plaza and Ramp Collection Mode Configuration and Required Hours of Operations

The Plaza and Ramp Collection Mode Configuration reference document shows the mode of collection for each lane and the hours each lane is required to be open. This reference document also indicates the hours that manual lanes must be operated. It is through this data that the man-hour requirements were developed. Reference Document No. 2 Lane Coverage Requirements.

1.3.10 SOP Manual

The TOC shall operate the Authority's facilities in strict adherence to the approved SOP, approved plans, and according to the terms and conditions described herein. Any deviation from the SOP manual requires Authority approval. The TOC shall provide updates to these documents whenever they change, or at a minimum of once a year. The changes and the manual as a whole shall be submitted to the Authority for approval. The TOC shall provide an Authority-approved SOP. There are provisions and forms that the TOC will have to request to change immediately at Notice to Proceed. These should be addressed in the Mobilization and Transition Plan.

Without limiting the generality of other provisions of this scope with respect to updates and revisions of the SOP Manual, Authority may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by Authority, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

1.3.11 Maintenance of Counting Machines

Counting room bill and coin counting equipment shall be cleaned by the TOC once a week. The TOC shall arrange for a representative from equipment manufacturer (Cummins) to train the TOC personnel responsible for the preventive maintenance procedures. The TOC shall provide all equipment necessary for the preventive maintenance activities. This includes a small portable

vacuum, liquid wax, dust brushes, rags, cleaning solvent, screwdrivers and erasers. It is important to keep these machines clean to ensure that they operate properly.

1.3.12 ACM – Coin Jams & Preliminary Cleaning

Preventative maintenance on the ACM machines is not the responsibility of the TOC and will be performed by the System Maintenance Contractor. However, the TOC shall clear coin jams and provide some preliminary cleaning of the ACMs while clearing coin jams.

1.3.13 Payment of Tolls

The Authority cannot, by law, grant free passage to those using its facilities except for certain cases. Therefore, all vehicles using Authority facilities, with limited special exceptions for emergency and certain official vehicles, are required to pay the applicable toll rate indicated at each plaza pay point. Most toll free vehicles will have a Non-Revenue E-Pass Transponder issued by the Authority or possibly another toll agency. According to Authority policy, any contractor operating and/or maintaining any of the Authority's toll facilities shall be responsible for all tolls for the contractor's vehicles even though the trip is in connection with work for the Authority. The TOC can submit an invoice to the Authority for reimbursement of tolls incurred while performing their duties on an Authority contract.

1.4 AUDIT AND REPORTING

1.4.1 Audit Requirements

The TOC shall make available all facilities, plazas, ramps and the TOC Toll Operations Office, for audits ordered by the Authority whether the audit is conducted by Authority personnel, FDOT, or by the Authority's designated accounting firm. The Authority, or its designated representative, shall have unlimited and unrestricted access to all facilities and applicable operations and maintenance documentation. The Authority reserves the right to bring this service in house. The TOC shall be required to:

1. Develop, implement, and maintain a thorough auditing process to ensure that all revenue, transactions and monies are properly collected, processed, verified, reconciled, and reported.
2. Perform daily audits/counts of change funds, tour funds, deposits, vaults, collector, and lane transactions. These audits shall be documented and retained at each toll collection location and/or at the TOC Operations Office, with copies forwarded to the Authority as required.
3. Account for 100 percent of all transactions processed at each lane in the Toll Collection System. These transactions include cash, ETC/AVI, special events, non-revenue, unusual occurrence, and violations.
4. Exceptions to 100 percent accountability – The TOC shall not be responsible for loss of revenue due to:

- a. Violations if the lane is staffed according to approved staffing schedule;
- b. Equipment malfunction if it has been reported to the System Hardware Maintenance Contractor in a timely manner (within 2 hours);
- c. Equipment failure or malfunction when the Authority has specifically directed that the lane remain open (peak period, in peak direction);
- d. ETC/AVI failure when no alarm was sounded or displayed on the plaza real-time monitor;
- e. Police-directed traffic management;
- f. Missing or malfunctioning lane equipment and/or programming cannot substantiate a reasonably accurate audit
- g. Counterfeit money as long as accepted money-handling practices were followed; and
- h. Robbery as long as approved security procedures were followed.

1.4.2 Audit Criteria:

- 1. Initial variance tolerances will be set at negative or positive 0.5% and \$5.00 for revenue. The variance criteria will be reviewed periodically with the Authority and adjusted as required. (SOP Section 4)
- 2. Initial vault variances exceeding 2 percent revenue will require a full audit review. (SOP Section 4)
- 3. Repay to the Authority all negative discrepancies up to \$100,000 annually. For negative discrepancies above \$100,000 annually, the TOC will repay those amounts in excess of \$10.00 per collector per day, except as referenced above.

1.4.3 Reporting Requirements

All reporting requirements under the Contract shall be processed through the Authority's ETC System and the TOC Operations Office personal computer (PC)-based workstations. These reporting requirements shall include, but not be limited to, all ad hoc, traffic and revenue, collector daily, unusual occurrence, detailed audit, discrepancy, deposit verification, audit, and alarm history reports. All required reports, other than existing Toll Collection System reports, shall be subject to review and approval by the Authority.

- 1. Make available to the Authority, or its designee, all applicable audit documentation immediately upon request.
- 2. Besides daily deposit and audit reports, the TOC shall also provide the Authority with a detailed transaction accountability exception report. This report will identify and explain any transactions not in alignment with the verification and reconciliation process.
- 3. The TOC shall prepare daily a deposit reconciliation report. The TOC shall also provide a weekly and monthly summary report to the Authority. The report shall depict daily activity, applicable financial transaction dates for all plaza activity, the indicated and actual revenue, TOC deposited revenue, and bank counts and receipts.

1.4.3.1 Four main reports are currently delivered to the Authority: (SOP Section 4).

1. The **Transaction Accountability Exception Report** reflects all audited MLT activity (traffic, revenues, adjustments, explanations, violations, and final variance), by plaza by collector by day.
2. The **ACM Vault/Deposit Audit Report** indicates all audited ACM activity (traffic, revenues, violations, explanations, and final variances), by plaza by lane by vault number by day.
3. The **Summary of Traffic and Revenue Report** summarizes the total ACM and MLT traffic and actual revenue, by plaza by day, for each seven-day increment within each month.
4. The **Monthly Transaction and Revenue Report** provides a high-level summarization of all the MLT, ACM, and AVI traffic and revenue, special events, and violation traffic, by plaza by month. The appropriate source documentation to support, explain, and justify the final reporting will accompany this report.

1.4.3.2 Other reports include:

1. Customer's Request for Reimbursement;
2. Deposit Logs (So Authority can balance the bank statements early);
3. Negative Discrepancies;
4. Lost revenue estimate due to Citrus Bowl Events (to be billed to the City); and
5. Various statistical/performance reports, as requested.

1.4.3.3 General requirements for each report developed by the TOC:

1. The report format shall be submitted by the TOC to the Authority for approval prior to being used on the Contract. Examples of reports, with explanations shall be submitted with the proposal.
2. The report period will be established by the Authority. For example, weekly reports will cover the period from Monday to Sunday. Monthly reports will cover from the first to the last day of the month.
3. The due date of the report will be specified by the Authority.
4. Reports are to be submitted in hard and soft copy, formats acceptable to the Authority.
5. The TOC will be specifically informed of who is to receive certain reports. Any report for which a recipient has not specified will automatically be addressed to the Director of Toll Operations. The Authority may at any time add or delete individuals on the distribution list.

1.4.4 Accounting

The TOC shall operate and maintain a cost accounting system and a general ledger accounting system that complies with generally accepted accounting principles. The TOC shall ensure that all documents required for the backup of the data shall be available and provided upon request for review or audit of any section of the TOC.

1.5 HUMAN RESOURCES MANAGEMENT PLAN

The TOC shall develop, implement and manage a Human Resources Management Plan. The draft Human Resources Management Plan submitted by the TOC with the Technical Proposal shall be finalized and submitted to the Authority for review and approval at the time of the Notice to Proceed. The Human Resources Management Plan shall be updated on an annual basis.

1.5.1 Providing Qualified Personnel

The TOC shall provide qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall present how the TOC will provide the qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall also present how the TOC will ensure a stable workforce including both full-time and part-time employees. All TOC employees shall speak fluent English. TOC policies and procedures, to which the TOC staff will be required to adhere, shall be provided to the Authority for review. A staffing report shall be submitted on a monthly basis. This report shall provide the status of the work force, the percentage of required positions filled, the progress and efforts being made in filling the vacant positions, and turnover rates.

1.5.2 Job Descriptions

The Human Resources Management Plan shall provide complete and detailed formal job descriptions for all staff positions on this Contract. This shall include requirements for initial and ongoing training.

1.5.3 Screening Process

The Human Resources Management Plan shall include a screening process for all potential employees assigned to the Contract. This process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the Authority's assets and the TOC's ability to properly provide the specified services. The safe and proper handling of Authority revenues and assets by the TOC's personnel shall be the focus of the screening process.

1.5.4 Drug Testing

The TOC shall certify that the personnel it provides are drug-free upon initial assignment to the Contract. The TOC shall re-certify, on an on-going basis, a minimum of 25 percent of its personnel every six months, based on random employee testing. This testing process shall ensure that all employees are retested within a two-year time frame. The TOC shall provide a semi-annual report to the Director of Toll Operations showing employees tested, test results, and the status of the employee population as it relates to re-certification. The Authority reserves the right to request that an employee be tested regardless of certification status.

1.5.5 Personnel Files

The TOC shall, as part of the Human Resources Management Plan, establish and maintain a personnel file on each employee assigned to the Contract. The file shall include a recent photograph and a complete set of the employee's fingerprints. The fingerprints shall be taken by an entity or TOC staff that is trained on proper fingerprinting technique. The Authority reserves the right to review personnel files from time to time at its discretion.

1.5.6 Benefits

The TOC shall provide full-time and part-time employees with competitive salaries and all normal privileges, benefits, and guarantees of employment that are afforded to the firm's existing regular and part-time employees. This includes providing benefits, such as medical coverage, retirement plans, sick leave, vacation pay, and holiday pay. These benefits shall be comparable to those provided to the current work force. The benefits provided under the current contract are detailed in Reference Document No. 3.

1.5.7 Fidelity Bonds

All TOC personnel shall be bonded. All management and supervisory personnel shall be bonded and approved by the Authority. TOC shall provide a commercial blanket Fidelity Bond covering each individual in the minimum amount of \$100,000 to protect the Authority from property losses, including money occasioned by theft, when such losses are identifiable to specific TOC employees. The TOC shall be responsible for promptly filing any claims and reimbursing the Authority to the full extent of the loss. No "deductible amount" of the bond shall apply to reimbursement to the Authority. The Fidelity Bond shall be completed and furnished to the Authority along with the executed Contract. The TOC shall submit a report every six months showing a list of employees and certification that they are all bonded.

1.5.8 Security Policy

The TOC shall develop and submit a Security Policy for review and approval by the Authority. If at any time the Authority puts in place a Security Policy, the TOC shall adopt the policy and adhere to it. The Authority maintains many data files that are considered highly confidential from which negative consequences could ensue should the information be published or otherwise divulged negligently or maliciously. Unauthorized access to these files is, in some cases, a violation of the law.

1.5.9 Appearance

The TOC's employees shall present a neat, clean, and professional appearance with no visible tattoos or body piercing. Women are allowed two earrings per ear. The TOC shall provide uniforms for all Toll Collectors, Supervisors, and Couriers (including part-time). All of these employees shall wear the uniform in a professional manner, including acceptable shoes. The uniforms shall be submitted to the Authority for approval before they are put into use. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

1.5.10 Removal Rights

The Authority reserves the right, at any time and without incurring liability, to require immediate removal from the Contract any TOC employee or subcontractor whom the Authority identifies as a potential threat to the health, safety, security, or general well-being of the Authority's customers, employees, agents, or assets, or whom the Authority determines does not meet the minimum performance requirements of the work.

1.5.11 Authority's Right to Hire

The Authority may hire the TOC's employees at any time, whether during or beyond the term of the Contract. In addition, the TOC agrees not to restrict, or attempt to restrict, the rights of its employees to seek work with subsequent contractors providing the same service to the Authority.

1.5.12 Time Keeping

The TOC shall provide an electronic time keeping system for the purpose of reporting the start times, stop times, hours worked and compensated time off of its personnel that are billed to the Authority.

1.6 TRAINING PLAN

The TOC shall develop, implement, and maintain a detailed Training Plan to ensure all TOC personnel are knowledgeable and competent in all phases of their jobs. The Training Plan shall be in place upon receiving the Notice to Proceed to ensure initial training during the transition period. The Training Plan shall include a new employee orientation program, and a follow-up training program throughout the Contract.

1. The Training Plan shall perform the following functions, at a minimum:
 - a. Provide a complete new employee orientation program that includes an introduction to the Authority.
 - b. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided, as appropriate, for all processes and procedures used in the performance of work under the Contract.

- c. Fully train all toll operations personnel in the area of customer service. The Training Plan shall include, at a minimum, geographical and directional instructions (routes and distances to prominent landmarks and points of interest within a 50-mile radius of the Orlando area) and effective communications training.
2. All training materials acquired and/or developed by the TOC for the Contract shall be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. Any special licenses or rights acquired by the TOC for training materials shall be obtained in the name of the Authority. All training records shall be considered the property of the Authority. The Authority reserves the right to attend any TOC training classes. Final training manuals and documentation shall be subject to review and approval by the Authority.
3. The TOC shall submit for review and approval, all training courses and materials to the Authority before training is conducted. The final training course and materials shall be subject to review and approval by the Authority.

1.7 DOCUMENTATION REQUIREMENTS

The TOC shall maintain current and accurate records for all operations work. The records shall be organized and managed by a computerized data and information management system. The TOC shall maintain records in an electronic form easily retrievable and transferable to the Authority. All text documents and records created electronically shall be prepared on an Authority-approved software (Microsoft Word) or e-mail program (using only ASCII/unformatted text). Each page of text shall include a footer, which shall indicate the project, page number, and issue date or latest revision date of the document. All drawings, figures, flowcharts, etc., prepared electronically shall use an Authority-approved version of Excel, Visio or AutoCAD. All records are the property of the Authority and, as such, the Authority has the right to review and retrieve data and records at any time, electronic or hard copy. The TOC shall provide a full explanation of how and what system is going to be used to fulfill this requirement.

1.7.1 Documentation and Tracking Data

Documentation is a crucial element to the long-term reliable operation of the Authority's toll facilities. The ultimate role of documentation is to capture the knowledge accumulated by individuals working for the Authority and to transmit that knowledge to the next generation of people responsible for on-going Authority operations. Within that context, all information that might be useful for training the next generation of people shall be collected and reduced to a written form so that future expenses and operational difficulties are minimized. The current SOP is a prime example of this type of effort.

1.7.2 Correspondence - General

Written, hardcopy correspondence between the TOC and the Authority shall be used for all issues involving schedule, budget, technical approval, design reviews, contractual matters, and any other issue requiring formal documentation. A verbal approval shall be followed by a written approval to be obtained within one (1) business day.

1.7.3 Correspondence – Detail

All correspondence shall include the Contract name and identifying number assigned by the Authority. All correspondence shall have the date of creation and the name and signature of the correspondence author. One (1) hardcopy of all written correspondence shall be filed and accessible to the Authority on request. All correspondence shall be prepared with Microsoft Word and an electronic copy of all correspondence shall be maintained and archived. E-mail may be used for routine communication between the TOC's employees, Authority staff, and other consultants and contractors. Matters listed previously that require written correspondence will not be approved based upon e-mail. All e-mail that deals with any issues requiring written correspondence shall be archived.

1.8 PERFORMANCE

1.8.1 Employee Performance Incentive Plan Requirements

The Authority and the TOC agree that it is in the best interests of both parties to design and implement an Employee Incentive Plan to motivate employees to provide a high-level of customer service. It is this agreement that allows for an equitable means of allocating payments to the TOC to allow its full-time employees to receive an incentive to provide the highest quality customer service. The TOC shall disburse all incentive payments to the fulltime employees, except to the extent that the funds shall be withheld for FICA, income tax, insurance, other benefits, or for other standard payroll taxes or deductions. Payments received by the TOC from the Authority for the Employee Incentive Plan shall not exceed \$150,000 annually. Approval by the Authority's Director of Toll Operations of any incentive plan is required prior to initiation.

1.8.2 Contract Performance Incentive Program

The Authority is open to developing a viable Contract Performance Incentive Program to improve operational efficiencies. The Authority will entertain discussions with the TOC on implementing a Contract Performance Incentive Program based on future operational efficiencies.

1.9 LIQUIDATED DAMAGES

1.9.1 System-Related Monitoring and Reporting Requirements – Actual Damages

The TOC is responsible for monitoring the ETC System which includes maintenance alarms and actual lane activity. When revenue is lost due to equipment failure (whether it involves manual collections, ACMs, AVI, or VES) and cannot be recovered from customers, the TOC shall be responsible for these lost revenues when:

1. The TOC has received an ETC System maintenance alarm and does not respond by notifying the maintenance contractor and/or the designated Authority staff member, within the specified time periods;
2. It is determined that the TOC failed to recognize problems in the lanes that should have been detected, as determined by the Authority; or
3. It is determined that the equipment failure or malfunction is a result of the TOC's negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the TOC for that amount. The exception to this provision would be catastrophic events, as determined by the Authority.

1.9.2 System-Related Monitoring and Notification Requirements – Liquidated Damages

If the TOC has not fulfilled its notification requirements, and it has resulted in lost revenue, and actual damages cannot be determined, the Authority has the option of assessing Liquidated Damages for the TOC's failure to meet the monitoring and notification requirements. The response times, as specified in Section 1.3.8 of the Scope, are two hours from the time of System failure. Liquidated Damages will be applied at the following rates:

Response Time: Two (2) hours from the time of occurrence.

Hourly Charge per lane when response time is exceeded: The average revenue per hour for the time frame and collection point in question.

The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. The Authority will advise the TOC in writing of its intent to assess liquidated damages within 5 days of becoming aware of the occurrence and any delay. The time frame for measurement of response time will be determined through an analysis of available ETC System data and events surrounding the incident. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

1.9.3 Performance Requirements – Liquidated Damages

If the Authority determines that the TOC is not meeting the performance requirements for any provision, the Authority will notify the TOC in writing, and the TOC will have two weeks to correct the level of performance cited to the appropriate standard. The TOC, in response to the written notification, shall provide an explanation of why the problem is occurring, and a plan for correcting it. If the TOC is unable to achieve the required level of performance, the Authority will have the right to assess liquidated damages retroactive to the date of notification at the rate of \$200 per day, per criteria not achieved until the standard is met.

1.9.4 Reporting Requirements – Liquidated Damages

If the Authority determines that the TOC has failed to provide a required report, the Authority will notify the TOC in writing, and the TOC shall have two working days to provide the required report, containing the required information, in the fully completed, required, acceptable format.

The Authority will have the option of assessing liquidated damages at the rate of \$200 per day, per report from the date the report is due to the date it is received

1.10 MISCELLANEOUS PROVISIONS

1.10.1 Coordination with Other Contractors

There are several other contractors working with the Authority on the ETC System. Some of these are directly related to the work being done by the TOC and some are not, but it is imperative that the TOC cooperate and coordinate activities where appropriate to ensure smooth operation. Examples of other contractors are: Toll System Maintenance Contractor, Customer Service Center Operator, fiber optic network maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the Toll System Hardware or Software Maintenance Contractor and/or the Installation Contractor for new construction or modifications. The TOC shall take whatever steps are deemed necessary by the Authority to accommodate this requirement.

1.10.2 Work Limitations

The TOC will be limited in the type of work activities that may be conducted. In general, the TOC shall not make physical modifications to the Authority's facilities. Some examples of this would be: modifications to the toll islands, structural modifications, certain electrical wiring, and cuts in the pavement (without a work order form the Authority specifically ordering the work). Running conduits and cables through the toll plaza tunnels or existing openings is allowed. Pre-approval by the Authority or the Authority's designated representatives is required for all facilities-related work. If physical, structural, or electrical modifications are requested of the TOC to accommodate the ETC System, the Authority will provide a specific work order, which describes the work to be done. The TOC shall provide acceptable detailed sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

1.10.3 E-PASS Related Programs and Activities

- The Authority and the Greater Orlando Airport Authority (GOAA) have a program where E-PASS is supported as a payment method for airport parking. The Customer Service Center (CSC) will provide the primary customer service support for this activity.
- Currently, the Authority supports interoperability with the following; Florida Turnpike Enterprise's SunPass[®] program, Lee County's Leeway program, North Carolina Turnpike's Quick Pass program and Georgia's State Road Toll Authority's Peach Pass program. While these agencies have their own CSCs, E-PASS customers who use these facilities may contact the E-PASS CSC with questions.

1.10.4 Upcoming Projects

The following is a list of proposed up-coming projects which are included in the Authority's Five Year Work Plan. These are presented for informational purposes only and the dates

included are estimated. The Authority has not committed to either the completion of the projects or to the dates shown.

- SR 429 Schofield Road – (2) 2 – Lane Ramps Plazas, 2015
- SR 528 Airport Plaza Demo/Widening – Removal of Mainline plaza and the addition of (4) 2 – Lane Ramps, 2016
- Innovation Way Interchange – (2) 2 - Lane Ramp Plazas, 2016
- Wekiva Parkway – This roadway will be an all-electronic (AET) roadway, 2016

1.10.5 Equipment Changes:

In addition to the above projects, the Authority is currently in the process of replacing/upgrading various components of its toll collection system. These upgrades primarily focus on in lane hardware and software along with the violation processing system.

1.11 JANITORIAL SERVICES

The TOC shall perform janitorial services in a manner that ensures the facilities specified below (including ramps) are maintained in an attractive, clean, and sanitary manner.

1.11.1 Name and Location of Mainline Toll Facilities

1. Beach Line Airport Plaza – SR 528
2. Beach Line Main Plaza – SR 528
3. University Plaza – SR 417
4. Curry Ford Plaza – SR 417
5. Boggy Creek Plaza – SR 417
6. John Young Plaza – SR 417
7. Dean Plaza – SR 408
8. Conway East Plaza – SR 408
9. Conway West Plaza – SR 408
10. Hiawassee Plaza – SR 408
11. Forest Lake Plaza – SR 429
12. Independence Plaza – SR 429
13. Coral Hills Plaza – SR 414
14. Dallas Plaza – SR 528
15. Goldenrod Road Extension – SR 551

1.11.2 General Requirements

1. The TOC shall furnish all labor, materials, consumable supplies (including toilet tissue, hand towels, and hand soap), equipment, and tools necessary to perform all stated duties in an efficient and workmanlike manner. The services shall be performed for all mainline plazas and ramps. Mainline plazas shall be serviced on a daily basis whereas unmanned ramps shall be serviced monthly unless circumstances warrant immediate attention. The services shall be performed between the hours of 6:00 a.m., and 11:00 p.m., 7 days per week, or as approved by the Director of Toll Operations or his authorized representative.
2. The TOC shall keep a daily log of all routine maintenance operations performed by the janitorial personnel and make available to the Authority upon request.
3. The TOC shall submit, upon request by the Authority, a list of all materials to be used in providing the cleaning service. The Authority may approve or disapprove any product prior to commencement of service.
 - a. The floor finish shall be non-staining and shall provide a high degree of slip protection.
 - b. No cleaners shall be harmful to the surface to which they are applied.
 - c. Dust mop treatment materials, which leave an oily residue, shall not be used.
4. The TOC shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.
5. Dumpsters at the mainline plazas shall not be used for disposal of old fluorescent bulbs. The TOC shall be responsible for proper disposal of bulbs in accordance with environmental regulations.

1.11.3 Daily Work Cycle – Specific Requirements

- Clean glass in all entrance doors, inside and out.
- Shake interior/exterior mats and clean surrounding area.
- Vacuum carpeted areas and spot clean as needed.
- Dust mop uncarpeted areas with chemically treated mop.
- Empty wastebaskets, trash receptacles (replace liners where needed).
- Clean and sanitize water fountains.
- Clean and sanitize restroom sinks, commodes, urinals, counters, mirrors, and tile floors. Remove fingerprints, as needed. Clean dispensers and replenish paper towels, toilet tissue, sanitary napkins, and soap.
- Clean sinks, wipe counters, tables, chairs, trash receptacle, microwave (inside and outside), and refrigerator (outside only) in break room.
- Dust chairs and tables in reception area.
- Check lights. Replace burned-out lights, as necessary, using long-life rough service bulbs.

- Lanes – Sweep and blow down lanes. Pick-up trash on total concrete area, including under and around attenuators.
- Booths – Vacuum and mop, wipe counters, and empty trash.
- Empty outside trash barrels.
- All other tasks consistent with janitorial services.

1.11.4 Weekly Inside Work Cycle – Specific Requirements

- Vacuum, wet mop, and wax all floors.
- Clean windows and wash all countertops.
- Clean windowsills and shoe moldings.
- Remove cobwebs from walls, corners, and ceilings.
- Clean air conditioner vents.
- Vacuum tunnel floor at mainline plazas.
- Clean walls and ceilings of all tollbooths.
- Clean all ductwork and vents in plaza tunnels.

1.11.5 Weekly Outside Work Cycle – Specific Requirements

- Pick-up trash on grounds (i.e. parking lot, adjacent to building, and side walks).
- Clean booth air conditioning filters and vents.
- Vacuum stairway from tunnel to booth.
- Sweep or blow parking lot.

1.11.6 Monthly Work Cycle – Specific Requirements

- Vacuum under furniture and in corners.
- Wax all floors (Full strip & wax annually).
- Dust furniture, desks, chairs (including lags and spreaders), files, business equipment, etc.
- Spot clean painted surfaces.
- Clean exterior doorjambs, frames, and transoms in all entrances.
- Clean tile walls in bathrooms and Formica partitions.
- Clean inside walls.
- Clean outside storage areas.
- Clean all window blinds.
- Clean light panels in ceilings.

1.11.7 Quarterly Work Cycle – Specific Requirements

- Wash windows, inside and out.
- Wash painted walls and woodwork.
- Vacuum upholstered furniture.
- Clean picture frames and glass.
- Wash Naugahyde or plastic-covered furniture.

1.11.8 Semi-Annual Work Cycle – Specific Requirements

TOC shall clean carpeting twice per year (shampoo, steam clean, or dry chemical clean).

2 QUALITY MANAGEMENT AND QUALITY ASSURANCE

The TOC shall develop, implement, and maintain a Quality Management and Quality Assurance Plan.

2.1 QUALITY MANAGEMENT

2.1.1 Quality Policy

This policy shall reflect a commitment to achieve the highest standards of customer satisfaction and performance of the procedures necessary to provide toll operations services, while maintaining good organizational relationships with the Authority, FDOT, and law enforcement personnel. This policy shall include an organizational mission statement and/or managerial philosophy, along with goals and objectives linked to the quality management and assurance.

2.1.2 Quality Management/Quality Assurance

Identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/limitations shall be identified for each process/procedure. Methods of assuring compliance, such as inspection, monitoring, and audit review shall be identified with time frames noted.

2.1.3 Quality Assurance (QA)

QA shall include procedures to determine that quality control is being, or has been, performed effectively and appropriately. It shall include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management, and TOC operations office management. Frequency of QA activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

2.1.4 Quality Control (QC)

QC shall include prescribed procedures by which work products are reviewed and brought into compliance, where necessary, to conform with professional standards, contractual obligations, and commitments to the Authority. This includes activities to identify and eliminate causes of unsatisfactory performance and meet the goals and objectives of operational activities included as part of the Quality Policy.

2.1.5 Customer Satisfaction

2.1.5.1 Complaint Resolution

Customer complaints shall be received and handled by the TOC. Complaints received at the plazas shall be logged in with the date and time, and name and address of the customer. An attempt shall be made to resolve the complaint at the plaza with TOC staff or escalated to TOC management. If complaint

resolution is unsuccessful, the customer shall be politely referred to the Authority.

2.1.5.2 Customer Satisfaction Survey

The Authority will conduct periodic surveys at its discretion according to appropriate survey research methods. The TOC shall help in the development, distribution, collection, and analysis of the surveys. The survey will include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as the degree of friendliness and courtesy shown by collectors, the attention paid to unique problems/difficulties faced by the customer, delays while traveling through toll plazas, cleanliness/overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes.

2.1.6 Employee Performance Assessment and Evaluation

The SOP shall contain a set of policies and procedures that creates a method to evaluate the performance of all employees. This method shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the process by which employees are counseled regarding performance improvement.

2.2 CONTRACT PERFORMANCE MONITORING

1. The Authority will review the performance of the TOC's operations.
2. The SOP, coupled with the operations criteria, provide the standardization and performance levels necessary to ensure the Authority's effective development, administration, coordination, operation, and management.
3. The Authority expects the TOC to exceed minimum performance standards and equates that level of performance with a "Satisfactory" performance. The TOC shall strive to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with best available practices. The TOC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The TOC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

3 MOBILIZATION AND TRANSITION PLAN

The draft Mobilization and Transition Plan submitted by the TOC with the Technical Proposal shall be finalized for resubmittal to the Authority for review and approval immediately upon receipt by the TOC the Notice to Proceed.

3.1 MOBILIZATION

It is the Authority's intent that the TOC shall transition with the current contractor over no more than a two (2) month period covering May through June 2015. The TOC shall also use this time for project mobilization and start-up activities. The TOC shall provide a fully equipped office, a qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation of the Authority's toll facilities and toll collection system.

3.2 TRANSITION

Smooth continuity of services is critical during the transition period from the current TOC to the new TOC. The Mobilization and Transition Plan submitted with the Technical Proposal shall be finalized and submitted to the Authority for review and approval immediately upon Notice to Proceed. The plan shall describe, in detail, the TOC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall include a Staffing Plan for both Administrative and Toll Collection Personnel. The plan shall address maintaining unobstructed traffic flow, normal and peak hour toll collection staffing, audit and control of toll transactions and revenues, and coordination. The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures is properly transferred from the current contractor to the TOC without degradation or interruption of services.

3.3 PLAZA TRANSITION STAFFING PLAN

Not later than 14 days before assumption of each toll collections plaza, the TOC shall submit the following hiring plan documents, developed in accordance with the Contract, to the Authority for review and approval:

1. Hiring Plan for Eligible Current Contractor Full-Time Employees – After reviewing the list and files (provided by current Contractor) of full-time employees eligible for first right of refusal, the TOC shall submit its hiring plan for these employees, including the first date of employment.
2. Hiring Plan for Other Toll Collection Employees – The TOC shall submit a hiring plan for toll positions required beyond those filled by current Contractor's full-time employees. The list shall include additional full-time and all part-time employees.
3. Summary of Hiring Plan – The TOC shall submit a hiring plan for the total number of full-time and part-time toll collection positions and the total number of toll plaza managerial and supervisory positions for each plaza.

3.4 PROPERTY AND EQUIPMENT INVENTORIES

Not later than seven days before assumption of each toll collections plaza operations and operations at the Authority's Headquarters, the TOC, Authority, and current contractor will jointly inventory all Authority owned property at each plaza and associated ramp locations. Any discrepancies shall be reported to the Authority in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final

report, including all plazas, shall be submitted with the last plaza. The report shall be maintained current and shall be reissued annually, or as directed by the Authority. The property inventory report(s) shall contain a list of all relevant property items by Authority inventory number. All property and equipment purchased for this project will remain the property of the Authority at the end of the contract.

3.5 UNIFORMS

3.5.1 General

The TOC shall provide all toll collection uniforms. All employees required to meet with the public in a toll collection capacity shall be properly uniformed. These staff positions shall include, at a minimum: toll collectors, toll collection supervisors, and toll collection couriers. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

3.5.2 Uniform Design

The current contractor has recently signed a contract to provide uniforms. The contract has provisions for the new TOC to assume the uniform contract. The TOC shall assume the uniform contract and use it for providing the required uniforms. Pricing will be provided with the pricing sheets.

3.6 END OF CONTRACT TRANSITION

1. The TOC acknowledges that the services under the Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration or termination, a successor (either the Authority or another contractor) may continue them. The TOC agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The TOC shall, upon the Authority's written notice, furnish transition services during the last 90 days of the Contract. The TOC shall also negotiate in good faith with the successor a plan describing the nature and extent of transition services required. The training program and a date for transferring responsibilities for each division of work shall be subject to Authority approval. The TOC shall provide sufficient experienced personnel during the transition period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
3. The TOC shall allow as many personnel as necessary, in the judgment of the Authority, to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The TOC shall also make available to the Authority for use by the successor all necessary personnel records, as it pertains to performance and training, and shall allow the successor to conduct on-site interviews with these employees. The TOC shall release those employees to be hired by the successor at a mutually agreeable date.

4. The TOC shall be reimbursed for all reasonable and applicable costs (i.e., costs that the TOC might incur after Contract expiration) that result from operations transition and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the Contract.

End of Scope of Services

NAME CHANGE AGREEMENT

WHEREAS, on November 12, 2015, Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as "CFX", and URS Energy & Construction, Inc., "CONTRACTOR", entered into an Agreement, and amendments thereto, whereby the CONTRACTOR would provide toll facilities operations and management and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on September 12, 2016 the CONTRACTOR officially changed its legal registered name to AECOM Energy & Construction, Inc.; and

WHEREAS, AECOM Energy & Construction, Inc. will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, CFX hereby consents to continuing the Agreement with AECOM Energy & Construction, Inc.

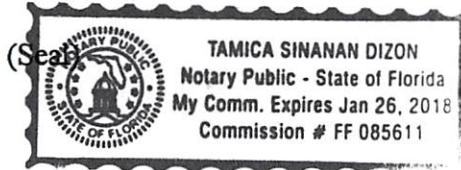
WHEREAS, where the term URS Energy & Construction, Inc. shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to AECOM Energy & Construction, Inc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

Contract No. 001071
Contract No. 001169

IN WITNESS WHEREOF, the CONTRACTOR caused these presents to be executed by
their duly authorize officer this 17 day of January, 2017.

ATTEST:



CONTRACTOR AECOM Energy & Construction, Inc.

BY

Signature

Brad White, Vice President

Name and Title

CONSENT TO ABOVE AND FOREGOING NAME CHANGE
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY

Signature

Aneth Williams, Director of Procurement

1-19-17

Date

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT "A"

**CERTIFICATE OF AMENDED
AND RESTATED ARTICLES OF INCORPORATION**

**CERTIFICATE OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
URS ENERGY & CONSTRUCTION, INC.**

Charter Number 171108

The undersigned, *Jeanne C. Baughman*, who is the Secretary of URS Energy & Construction, Inc., an Ohio corporation for profit, does hereby certify that in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the attached Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed her name on September 7, 2016.

URS ENERGY & CONSTRUCTION, INC.



Jeanne C. Baughman, Secretary

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of September 12, 2016)

- FIRST:** The name of the corporation is **AECOM Energy & Construction, Inc.**
- SECOND:** The place in the State of Ohio where its principal office is located is in the City of Columbus, Franklin County.
- THIRD:** The purposes of the corporation are as follows: To perform a broad range of design, engineering, construction, construction management, facilities and operations maintenance, environmental remediation and mining services including, but not limited to, engineering and architectural work of a general, civil, mechanical, electrical or mining nature, including preparation of plans and specifications, and act as consulting and superintending engineers and architects, and generally to do and perform any and all work as engineers, architects, builders and contractors, and to solicit, obtain, make, perform, promote and carry out contracts covering the general building and contracting business and all operations connected therewith of every kind, character and description, and to engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.
- FOURTH:** The number of shares which the corporation is authorized to have outstanding is sixty thousand (60,000) shares of common stock, all of which shall have a par value of Ten Dollars (\$10.00).
- FIFTH:** These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.
-

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS ENERGY & CONSTRUCTION, INC.**

**TOLL FACILITIES OPERATIONS AND
MANAGEMENT SERVICES**

**CONTRACT NO. 001071
CONTRACT DATE: NOVEMBER 12, 2015
CONTRACT AMOUNT: \$67,274,165.81**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, TECHNICAL PROPOSAL,
PRICE PROPOSAL, REFERENCE DOCUMENTS,
STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE
DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE
BOND, AND FORMS**

FOR

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071

NOVEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

**Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

Executive Director

Laura Kelley

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Attached compact disk contains the following and are incorporated herein

Reference Documents (Part of Scope of Services)
Standard Operating Procedures (Part of Scope of Services)
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Technical Proposal
Acknowledgement of Addenda
Code of Ethics Form
Conflict of Interest Form
Drug Free Workplace Form

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, hereinafter the CONTRACTOR:

WITNESSETH:

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

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the 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 toll facilities operations and management 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,
- 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").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established 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 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-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 shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of 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 or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to 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 \$67,274,165.81.

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. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("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 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 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.

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

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

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free

Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

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 Project Manager, Quality Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (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

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with 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 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 and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to 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 in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use

of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

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

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

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 Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

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

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims 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 November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: *Claude Miller*

URS ENERGY & CONSTRUCTION, INC.

By: *B. A. Trott*

Print Name: *Bruce A. Trott*

Title: *General Manager*

ATTEST: *Brett Green* (Seal)
Asst Sec

AECOM
LEGAL DEPARTMENT
BY: *Brett Green*
DATE: *11/19/15*

Approved as to form and execution, only.

Joseph F. Pasvatore
General Counsel for CFX



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

TOLL FACILITIES OPERATIONS AND MANAGEMENT

CONTRACT NO. 001071

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1 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

The Toll Operations Contractor (TOC) shall operate and manage the Central Florida Expressway Authority's (Authority's) Toll Collection Operations and Toll Facilities. The TOC shall provide:

1. Efficient toll collection operations,
2. Effective management and operations of the Electronic Toll Collection (ETC) System,
3. Sound audit and reporting processes,
4. Responsive, courteous customer service, and
5. Proper facilities management.

A detailed Operations Plan shall be submitted by the TOC showing how it intends to carry out these responsibilities. The Operations Plan shall be updated on an annual basis.

1.1.1 Description of Services

The services required under this Contract will be to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide all the qualified and trained personnel, plus all the materials, supplies, equipment, furnishings and support services necessary to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide services 24-hours per day, 7-days a week, 52-weeks per year. The TOC shall manage all aspects of the toll operations. This includes all toll collections, on-going training, scheduling, courier service, etc. The TOC shall partner with the Authority and provide not only excellent personnel, but ensure ongoing excellence in operations by quality training, testing, monitoring, evaluation, and reporting. A set of approved Standard Operating Procedures (SOP) has been established and shall be followed until change requests have been submitted and approved. As such, the SOP is hereby incorporated into the Scope of Services and the Contract as part of operations and included as a major component of the Training Plan. The TOC shall also ensure that excellent customer service is provided.

The TOC shall operate and oversee the Authority's ETC System at the plaza, ramp, and lane levels. The ETC System includes manual lane terminals (MLT), automatic coin machines (ACM), and ETC. The TOC shall monitor the ETC System to ensure that all lanes are operating properly, promptly report ETC System maintenance issues, and perform some preliminary actions to help correct some ETC System issues. The TOC shall ensure that all lanes required to be open are properly open; reversible lanes are properly changed when required; and all lanes are in the proper collection mode. The TOC shall monitor traffic operations at the plazas and ramps to take appropriate actions.

The TOC shall provide a thorough auditing process to ensure that all revenue, transactions, and monies are properly collected, processed, verified, reconciled, and reported. The TOC shall provide an accurate and timely reporting process.

The TOC shall manage the Toll Facilities, including administrative buildings, plazas, ramps, and all lanes. The TOC shall oversee security at Toll Facilities, provide janitorial services for all Toll Facilities, and provide any other services required to ensure the proper completion of the requirements in this Scope of Services.

The TOC is responsible for 100% of the contractual requirements and shall perform a minimum of 60% of the work with its own forces. Subcontractors shall be financially capable of handling the cost of doing business, and shall have the expertise to perform the work assigned. However, if the subcontractors cannot perform the work assigned then the TOC shall ensure that the job is performed and completed properly. The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the TOC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff. The Authority also reserves the right to add personnel to the Contract, depending on circumstances and staffing requirements.

1.1.2 Personnel

It is the Authority's intent to minimize any adverse employment impacts to the current contractor's full-time employees as a result of implementing this Contract. To that end, the TOC shall give first right of refusal to the current contractor's full-time employees having a performance rating of "Satisfactory" or better. It is not the Authority's intent to require the TOC to keep personnel indefinitely if they are not performing as expected. The TOC shall be required to keep employees who are eligible and have indicated a desire to continue working, for a minimum of 60 days. There are approximately 340 toll collectors, supervisors, and plaza managers under the existing contract. Approximately 40 percent are full-time employees.

The Authority expects the TOC to provide compensation that will be at a level to promote the hiring and retention of quality personnel. The current wage levels for toll collection classifications are provided in the reference documents and are to be considered the minimum wage levels for those classifications. Reference Document No 1.

1.1.3 Authority's ETC System

The Authority's current ETC System has been in operation since 1994 and includes 14 mainline plazas and 64 ramp plazas on 109 centerline miles of highway, which includes S.R. 408 (East-West Expressway); S.R. 417 (Central Florida GreeneWay); S.R. 528 (Beach Line Expressway); S.R. 429 (Daniel Webster Western Beltway); S.R. 414 (John Land Apopka Expressway); S.R. 451 and SR 551 (the Goldenrod Road Extension).

The ETC System is fully integrated and includes three modes of collection:

- Electronic Toll Collection (ETC) or Automatic Vehicle Identification (AVI),
- Automatic Coin Machines (ACM), and
- Manual Lane Terminals (MLT).

E-PASS® is the registered trademark name for the Authority's ETC System. The ETC System has many mixed lane configurations. The ETC System currently consists of 307 toll-equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance Facility). There are currently 72 MLT lanes, 100 ACM lanes, 75 dedicated ETC lanes, and 60 ORT lanes. The Violation Enforcement System (VES) equipment is located in all lanes. See the Reference Documents for a listing of equipment, software applications, and locations.

The main communication link is the Fiber Optic Network (FON). Each lane has a lane controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms, and sends reports to the appropriate plaza computer. The plaza computer, in turn, reports to the host computer located at the Authority's headquarters. The lane controller also communicates with the host computer in real-time to update E-PASS customer accounts.

1.2 PROGRAM MANAGEMENT AND ADMINISTRATION

1.2.1 Program Management and Administration Plan

The TOC shall provide a Program Management and Administration Plan showing the organization of the project and office staff, and identifying all functional areas, the key personnel in all the functional areas, and a detailed Staffing Plan. The Staffing Plan shall identify all positions, personnel, and functions to be filled at the TOC Operations Office. These plans shall be updated annually, at a minimum, or whenever changes occur.

1.2.2 TOC Operations Office

The TOC shall furnish and maintain a TOC Operations Office. This office is currently located at the Authority's Operations and Administration Building (Headquarters). There will be no leasing charge to the TOC for the space allocated to them in the Authority's Headquarters, however the TOC will be required to execute a Zero-Dollar Lease Agreement with the Authority. All business performed in the Authority's Headquarters by the TOC shall be solely in connection with the operations of the Authority's toll facilities. The Authority will provide approximately 6,700 square feet. The Authority reserves the right at its discretion to request the TOC to relocate its Operations Office from the Authority's building. If the Authority were to make such a request the Authority would negotiate with the TOC on reimbursement and billing of any additional cost incurred by the TOC.

1.2.2.1 Location

The TOC Operations Office shall be located at the Authority's Headquarters.

1.2.2.2 Office Site Plan

A plan is not required at this time, but may be required if the TOC is asked to move its Operations Office from the Authority's Headquarters.

1.2.2.3 Furniture and Equipment

The TOC shall provide all office furnishings and equipment required for this Contract not provided by the Authority. All furnishings and equipment provided by the TOC for the Contract will be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. The exception to this would be any equipment which is under lease. The Authority will provide the application software, "TRIMS" and access rights to the ETC System network. TRIMS software, in conjunction with the appropriate TOC workstations and network access, provides "intelligent" terminal access to the Authority's ETC System network. This software, through the workstations and the available ETC System applications, provides on-line, user-defined functional access to host and plaza system-level functions (i.e., report generation, monitoring of traffic, collector and lane activity monitoring, system real-time monitors, e-mail, and system maintenance functions). The current contractor has PC workstations with TRIMS installed. These include the Audit staff, Operations Manager, Program Manager, etc.

1.2.2.4 Training Facility

The training facility is provided by the Authority at the Authority's Headquarters along with the necessary equipment to simulate toll transactions. The TOC is responsible for all other materials and equipment to facilitate training.

1.2.3 Vehicles

1.2.3.1 Vehicles

The TOC shall furnish and maintain all vehicles necessary to support the Contract. All vehicles shall be owned or leased, operated, and maintained in good working order by the TOC. All insurance and licensing shall be provided by the TOC. The vehicles provided by the TOC for "official use" shall be white with no markings. All vehicles shall be safe and present a clean appearance. Vehicles not meeting these requirements, as determined by the Authority, shall be removed from the project by the TOC.

1.2.3.2 Transportation and Parking

The TOC shall provide transportation for collectors working the ramp toll plazas, or may allow collectors to use their personal vehicles and reimburse

expenses. As a general rule, employees are not allowed to cross dedicated or express E-PASS lanes. Transportation for staff shall be provided by the TOC where ever a condition exists that would require an employee to cross a dedicated or express lane. The TOC shall transport employees from one side of the plaza to the other when going to and from work. No TOC personnel shall park personal vehicles on Authority right-of-way, except at mainline and ramp plazas in designated parking areas, unless specifically approved in writing by the Authority.

1.2.3.3 Vehicle List

The TOC shall provide a detailed listing of all vehicles assigned to the Contract. The vehicle list shall include vehicle make and model, color, description, vehicle identification number, license (tag) number, E-PASS account and transponder identification number, assignment location, and authorized drivers. The TOC shall provide an updated vehicle listing to the Authority whenever the active listing changes.

1.2.4 Security and Safety

1.2.4.1 Security

1. The TOC shall provide security for all toll collection facilities, including the safety and security of employees as well as the physical structures.
2. The TOC shall provide and maintain strict security for all operating funds and collected revenues.
3. The security procedures shall include the installed security/card access system and combination locks at each Authority facility.
4. The combinations of all locks at all plazas shall be changed annually by the TOC.
5. The SOP requires a check of each booth at least once per shift. This requirement includes not only the mainline plazas, but also each ramp plaza. These activities shall be included in the TOC's Operations Plan and pricing.
6. The TOC shall develop additional procedures, as necessary, to include quarterly security inspections. Reports summarizing the security inspection results shall be submitted to the Authority no later than 15 days after the security inspection is completed.
7. The TOC shall make recommendations to the Authority staff regarding security items needing repair and/or recommend improvements to the security of the Authority's facilities.
8. Investigations – The TOC shall conduct and document investigations into incidents of theft and fraud, and activities of a suspicious nature. All investigation reports shall be immediately forwarded to the Authority for

review. The TOC's investigators shall cooperate with Authority representatives and all law enforcement personnel while conducting investigations.

1.2.4.2 Safety

The TOC shall develop, implement, and maintain a Safety Program Plan. The Safety Program Plan shall comply with all applicable state, local, and federal regulations. The Safety Program Plan will include, at a minimum, safety training, safety awareness, and written safety procedures to be followed by TOC personnel. The TOC (and any subcontractor) shall ensure that all work environments conform to the safety and health standards set forth in *Title 29, Code of Federal Regulations*.

1.2.5 Construction Liaison (not required at this time)

When applicable, the Construction Liaison shall attend designated construction-related meetings with the Authority, the Authority's Construction Engineering and Inspection (CEI) consultant and/or contractors. The Construction Liaison shall coordinate with the CEI and the TOC to assist with maintaining operations at toll facilities during construction. The Construction Liaison shall provide input to the CEI with respect to toll operations and toll collection issues that may affect construction activities. It is the Construction Liaison's responsibility to keep plaza managers and the Authority's Director of Toll Operations informed on planning, scheduling, and progress of construction activities that impact the mainline and ramp plazas. The TOC shall provide the Construction Liaison with the tools necessary to adequately perform his/her job.

1.2.6 Emergency Operations Plan

The TOC shall develop, implement, and maintain an Emergency Operations Plan. The TOC shall submit the Emergency Operations Plan to the Authority for review and approval. The TOC shall maintain toll operations during all emergencies, including fire, accident and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Office of the Governor, Florida Department of Transportation (FDOT) Secretary, the Florida Highway Patrol, local police, the Authority's Executive Director or a designee assigned by the Authority's Executive Director.

1.2.7 Customer and Public Relations

1. The TOC shall provide excellent customer service and achieve a high level of customer satisfaction.
2. The TOC shall assist in providing customer relations services for the Authority. The TOC shall provide a personnel customer training program as part of each new employee's orientation process. These services shall address toll-related announcements which, at a minimum, shall include the distribution of information, including circulars and flyers, to toll customers.

3. The TOC shall make no statements, press releases, or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying the Authority and securing its consent in writing. The TOC shall not publish, copyright, or patent any data furnished according to the Contract. Such data or information is the property of the Authority.

1.3 TOLL OPERATIONS

1.3.1 General Requirements – Toll Collection

The TOC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation and management of the Authority's toll collection facilities. The TOC shall provide, implement, maintain, and manage approved toll collection procedure(s) addressing, at a minimum, the requirements included in the SOPs and as specified herein. The Toll Operations SOP manual contains the current requirements for operating the Authority's toll facilities. When changes are required, the TOC shall submit these change requests to the Authority for review and approval. The TOC shall request updates/changes to the Toll Operations SOP as needed and the Toll Operations SOP shall be updated no less than once a year.

1.3.2 Operations Plan

The TOC's Operations Plan shall detail how superior toll collection operations and management will be accomplished. The Operations Plan shall be updated on an annual basis.

1.3.3 Toll Collection Operations

1. **Toll Collection** - The TOC shall accurately and efficiently collect and account for all transactions and revenues associated with each vehicle using the Authority's facilities. The TOC shall perform these services courteously and, when requested, provide the Authority's customers with information and assistance.
2. **Toll Deposit** - The TOC shall be responsible for preparing all deposit documentation and assuring that all collected funds are verified and deposited daily in the proper accounts, and according to the approved SOP(s).
3. **Toll Audit** - Using existing financial, operational, exception, and unusual occurrence reports, the TOC shall provide a complete and accurate audit of the toll collection and traffic management operation.
4. **Customer Reports** - Reports from customers and other sources concerning accidents and/or incidents shall be verified and reported to the appropriate agencies by the TOC to ensure rapid and efficient dispatch of required services. The TOC shall maintain a complete record and log of all accidents and incidents and shall make them available to the Authority upon request. Content and format shall be subject to the review and approval of the Authority.

5. **Toll Staffing** - Toll collection facilities shall be staffed by the TOC to provide efficient and safe operation while minimizing delay to the customers and traffic congestion in the toll plaza area.
6. **Toll System** - The TOC shall use/operate the Authority's toll collection system according to approved SOPs and user manuals.
7. **Toll Training** - The TOC shall be responsible for training all operators on the operation of all types of collection and processing equipment used by the Authority on its facilities.

1.3.4 Plaza Staff Scheduling

Toll collection personnel shall be staffed so that a minimum of 40 percent of each plaza's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. A TOC Supervisor shall be scheduled on duty 24 hours per day, 7 days per week. The Supervisor shall be first-line management for toll collectors. Schedules shall be developed to ensure that the plazas are properly staffed at peak traffic times and all required lanes are open in the proper mode. It is the Authority's intent to reduce customer delay and congestion to the maximum extent possible, consistent with efficient staffing. Reference Document No. 2 shows the initial minimum requirements for lane operating hours and lane usage. Any desired staffing changes will be subject to approval by the Authority.

1.3.5 Deposit Preparation and Verification Procedure

The TOC shall provide, implement, and maintain a Deposit Preparation and Verification Procedure within the Toll Operations SOP for the collection and disposition of all revenues collected. The Authority reserves the right to review preparation of deposits and supervisor verification at any time.

1.3.6 Discrepancy Operations Reporting Procedure

The TOC shall provide, implement, and maintain a Discrepancy Operations Reporting Procedure as part of the Toll Operations SOP. The procedure shall be used to report unusual circumstances. This includes estimates of revenue lost due to theft, banking errors, or loss from any other reason, and/or procedures violations.

1.3.7 Toll Collection System

The Authority's Toll Collection System is the primary internal control over revenue collection. It provides complete shift data for every lane no matter what the collection mode. Therefore all transactions can be accounted for and a reliable audit can be performed, unless the system was not working in a particular lane. The Toll Collection System lanes are managed from the mainline plaza computer for those lanes assigned to each plaza. The plaza manager's and supervisor's terminals provide the monitoring devices for the Toll Collection System, and for all lanes reporting to a particular mainline plaza. The terminals provide real-time monitoring of transactions in each lane, and show system maintenance alarms which must be acknowledged by the supervisor. Lanes can be opened and closed remotely at the plaza or on site in the lane. It is of great importance that the TOC understands the Toll Collection System and its capabilities.

1.3.8 Toll Collection System – Monitoring

The TOC is required to monitor the ETC System. As stated above, the real time monitors provide the TOC with the ability to monitor activity in the lanes. The TOC shall make appropriate use of this capability. This includes monitoring and acknowledging maintenance alarms and actual lane activity or inactivity. The Authority is relying on the TOC to be the steward of the ETC System. The TOC shall be especially vigilant in regards to the dedicated and express E-PASS lanes because there is a great potential for lost revenue if the ETC System is not performing properly or is out of service. The TOC is responsible for notifying the System Maintenance Contractor and if appropriate the Authority staff. The TOC has a minimum of a two hour notification window, from the time of the lane failure to the time of reporting the incident. The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. It is expected that these activities shall be reported as soon as the TOC learns of them and, with few exceptions, well within the required time frame.

1.3.9 Plaza and Ramp Collection Mode Configuration and Required Hours of Operations

The Plaza and Ramp Collection Mode Configuration reference document shows the mode of collection for each lane and the hours each lane is required to be open. This reference document also indicates the hours that manual lanes must be operated. It is through this data that the man-hour requirements were developed. Reference Document No. 2 Lane Coverage Requirements.

1.3.10 SOP Manual

The TOC shall operate the Authority's facilities in strict adherence to the approved SOP, approved plans, and according to the terms and conditions described herein. Any deviation from the SOP manual requires Authority approval. The TOC shall provide updates to these documents whenever they change, or at a minimum of once a year. The changes and the manual as a whole shall be submitted to the Authority for approval. The TOC shall provide an Authority-approved SOP. There are provisions and forms that the TOC will have to request to change immediately at Notice to Proceed. These should be addressed in the Mobilization and Transition Plan.

Without limiting the generality of other provisions of this scope with respect to updates and revisions of the SOP Manual, Authority may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by Authority, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

1.3.11 Maintenance of Counting Machines

Counting room bill and coin counting equipment shall be cleaned by the TOC once a week. The TOC shall arrange for a representative from equipment manufacturer (Cummins) to train the TOC personnel responsible for the preventive maintenance procedures. The TOC shall provide all equipment necessary for the preventive maintenance activities. This includes a small portable

vacuum, liquid wax, dust brushes, rags, cleaning solvent, screwdrivers and erasers. It is important to keep these machines clean to ensure that they operate properly.

1.3.12 ACM – Coin Jams & Preliminary Cleaning

Preventative maintenance on the ACM machines is not the responsibility of the TOC and will be performed by the System Maintenance Contractor. However, the TOC shall clear coin jams and provide some preliminary cleaning of the ACMs while clearing coin jams.

1.3.13 Payment of Tolls

The Authority cannot, by law, grant free passage to those using its facilities except for certain cases. Therefore, all vehicles using Authority facilities, with limited special exceptions for emergency and certain official vehicles, are required to pay the applicable toll rate indicated at each plaza pay point. Most toll free vehicles will have a Non-Revenue E-Pass Transponder issued by the Authority or possibly another toll agency. According to Authority policy, any contractor operating and/or maintaining any of the Authority's toll facilities shall be responsible for all tolls for the contractor's vehicles even though the trip is in connection with work for the Authority. The TOC can submit an invoice to the Authority for reimbursement of tolls incurred while performing their duties on an Authority contract.

1.4 AUDIT AND REPORTING

1.4.1 Audit Requirements

The TOC shall make available all facilities, plazas, ramps and the TOC Toll Operations Office, for audits ordered by the Authority whether the audit is conducted by Authority personnel, FDOT, or by the Authority's designated accounting firm. The Authority, or its designated representative, shall have unlimited and unrestricted access to all facilities and applicable operations and maintenance documentation. The Authority reserves the right to bring this service in house. The TOC shall be required to:

1. Develop, implement, and maintain a thorough auditing process to ensure that all revenue, transactions and monies are properly collected, processed, verified, reconciled, and reported.
2. Perform daily audits/counts of change funds, tour funds, deposits, vaults, collector, and lane transactions. These audits shall be documented and retained at each toll collection location and/or at the TOC Operations Office, with copies forwarded to the Authority as required.
3. Account for 100 percent of all transactions processed at each lane in the Toll Collection System. These transactions include cash, ETC/AVI, special events, non-revenue, unusual occurrence, and violations.
4. Exceptions to 100 percent accountability – The TOC shall not be responsible for loss of revenue due to:

- a. Violations if the lane is staffed according to approved staffing schedule;
- b. Equipment malfunction if it has been reported to the System Hardware Maintenance Contractor in a timely manner (within 2 hours);
- c. Equipment failure or malfunction when the Authority has specifically directed that the lane remain open (peak period, in peak direction);
- d. ETC/AVI failure when no alarm was sounded or displayed on the plaza real-time monitor;
- e. Police-directed traffic management;
- f. Missing or malfunctioning lane equipment and/or programming cannot substantiate a reasonably accurate audit
- g. Counterfeit money as long as accepted money-handling practices were followed; and
- h. Robbery as long as approved security procedures were followed.

1.4.2 Audit Criteria:

- 1. Initial variance tolerances will be set at negative or positive 0.5% and \$5.00 for revenue. The variance criteria will be reviewed periodically with the Authority and adjusted as required. (SOP Section 4)
- 2. Initial vault variances exceeding 2 percent revenue will require a full audit review. (SOP Section 4)
- 3. Repay to the Authority all negative discrepancies up to \$100,000 annually. For negative discrepancies above \$100,000 annually, the TOC will repay those amounts in excess of \$10.00 per collector per day, except as referenced above.

1.4.3 Reporting Requirements

All reporting requirements under the Contract shall be processed through the Authority's ETC System and the TOC Operations Office personal computer (PC)-based workstations. These reporting requirements shall include, but not be limited to, all ad hoc, traffic and revenue, collector daily, unusual occurrence, detailed audit, discrepancy, deposit verification, audit, and alarm history reports. All required reports, other than existing Toll Collection System reports, shall be subject to review and approval by the Authority.

- 1. Make available to the Authority, or its designee, all applicable audit documentation immediately upon request.
- 2. Besides daily deposit and audit reports, the TOC shall also provide the Authority with a detailed transaction accountability exception report. This report will identify and explain any transactions not in alignment with the verification and reconciliation process.
- 3. The TOC shall prepare daily a deposit reconciliation report. The TOC shall also provide a weekly and monthly summary report to the Authority. The report shall depict daily activity, applicable financial transaction dates for all plaza activity, the indicated and actual revenue, TOC deposited revenue, and bank counts and receipts.

1.4.3.1 Four main reports are currently delivered to the Authority: (SOP Section 4).

1. The **Transaction Accountability Exception Report** reflects all audited MLT activity (traffic, revenues, adjustments, explanations, violations, and final variance), by plaza by collector by day.
2. The **ACM Vault/Deposit Audit Report** indicates all audited ACM activity (traffic, revenues, violations, explanations, and final variances), by plaza by lane by vault number by day.
3. The **Summary of Traffic and Revenue Report** summarizes the total ACM and MLT traffic and actual revenue, by plaza by day, for each seven-day increment within each month.
4. The **Monthly Transaction and Revenue Report** provides a high-level summarization of all the MLT, ACM, and AVI traffic and revenue, special events, and violation traffic, by plaza by month. The appropriate source documentation to support, explain, and justify the final reporting will accompany this report.

1.4.3.2 Other reports include:

1. Customer's Request for Reimbursement;
2. Deposit Logs (So Authority can balance the bank statements early);
3. Negative Discrepancies;
4. Lost revenue estimate due to Citrus Bowl Events (to be billed to the City); and
5. Various statistical/performance reports, as requested.

1.4.3.3 General requirements for each report developed by the TOC:

1. The report format shall be submitted by the TOC to the Authority for approval prior to being used on the Contract. Examples of reports, with explanations shall be submitted with the proposal.
2. The report period will be established by the Authority. For example, weekly reports will cover the period from Monday to Sunday. Monthly reports will cover from the first to the last day of the month.
3. The due date of the report will be specified by the Authority.
4. Reports are to be submitted in hard and soft copy, formats acceptable to the Authority.
5. The TOC will be specifically informed of who is to receive certain reports. Any report for which a recipient has not specified will automatically be addressed to the Director of Toll Operations. The Authority may at any time add or delete individuals on the distribution list.

1.4.4 Accounting

The TOC shall operate and maintain a cost accounting system and a general ledger accounting system that complies with generally accepted accounting principles. The TOC shall ensure that all documents required for the backup of the data shall be available and provided upon request for review or audit of any section of the TOC.

1.5 HUMAN RESOURCES MANAGEMENT PLAN

The TOC shall develop, implement and manage a Human Resources Management Plan. The draft Human Resources Management Plan submitted by the TOC with the Technical Proposal shall be finalized and submitted to the Authority for review and approval at the time of the Notice to Proceed. The Human Resources Management Plan shall be updated on an annual basis.

1.5.1 Providing Qualified Personnel

The TOC shall provide qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall present how the TOC will provide the qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall also present how the TOC will ensure a stable workforce including both full-time and part-time employees. All TOC employees shall speak fluent English. TOC policies and procedures, to which the TOC staff will be required to adhere, shall be provided to the Authority for review. A staffing report shall be submitted on a monthly basis. This report shall provide the status of the work force, the percentage of required positions filled, the progress and efforts being made in filling the vacant positions, and turnover rates.

1.5.2 Job Descriptions

The Human Resources Management Plan shall provide complete and detailed formal job descriptions for all staff positions on this Contract. This shall include requirements for initial and ongoing training.

1.5.3 Screening Process

The Human Resources Management Plan shall include a screening process for all potential employees assigned to the Contract. This process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the Authority's assets and the TOC's ability to properly provide the specified services. The safe and proper handling of Authority revenues and assets by the TOC's personnel shall be the focus of the screening process.

1.5.4 Drug Testing

The TOC shall certify that the personnel it provides are drug-free upon initial assignment to the Contract. The TOC shall re-certify, on an on-going basis, a minimum of 25 percent of its personnel every six months, based on random employee testing. This testing process shall ensure that all employees are retested within a two-year time frame. The TOC shall provide a semi-annual report to the Director of Toll Operations showing employees tested, test results, and the status of the employee population as it relates to re-certification. The Authority reserves the right to request that an employee be tested regardless of certification status.

1.5.5 Personnel Files

The TOC shall, as part of the Human Resources Management Plan, establish and maintain a personnel file on each employee assigned to the Contract. The file shall include a recent photograph and a complete set of the employee's fingerprints. The fingerprints shall be taken by an entity or TOC staff that is trained on proper fingerprinting technique. The Authority reserves the right to review personnel files from time to time at its discretion.

1.5.6 Benefits

The TOC shall provide full-time and part-time employees with competitive salaries and all normal privileges, benefits, and guarantees of employment that are afforded to the firm's existing regular and part-time employees. This includes providing benefits, such as medical coverage, retirement plans, sick leave, vacation pay, and holiday pay. These benefits shall be comparable to those provided to the current work force. The benefits provided under the current contract are detailed in Reference Document No. 3.

1.5.7 Fidelity Bonds

All TOC personnel shall be bonded. All management and supervisory personnel shall be bonded and approved by the Authority. TOC shall provide a commercial blanket Fidelity Bond covering each individual in the minimum amount of \$100,000 to protect the Authority from property losses, including money occasioned by theft, when such losses are identifiable to specific TOC employees. The TOC shall be responsible for promptly filing any claims and reimbursing the Authority to the full extent of the loss. No "deductible amount" of the bond shall apply to reimbursement to the Authority. The Fidelity Bond shall be completed and furnished to the Authority along with the executed Contract. The TOC shall submit a report every six months showing a list of employees and certification that they are all bonded.

1.5.8 Security Policy

The TOC shall develop and submit a Security Policy for review and approval by the Authority. If at any time the Authority puts in place a Security Policy, the TOC shall adopt the policy and adhere to it. The Authority maintains many data files that are considered highly confidential from which negative consequences could ensue should the information be published or otherwise divulged negligently or maliciously. Unauthorized access to these files is, in some cases, a violation of the law.

1.5.9 Appearance

The TOC's employees shall present a neat, clean, and professional appearance with no visible tattoos or body piercing. Women are allowed two earrings per ear. The TOC shall provide uniforms for all Toll Collectors, Supervisors, and Couriers (including part-time). All of these employees shall wear the uniform in a professional manner, including acceptable shoes. The uniforms shall be submitted to the Authority for approval before they are put into use. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

1.5.10 Removal Rights

The Authority reserves the right, at any time and without incurring liability, to require immediate removal from the Contract any TOC employee or subcontractor whom the Authority identifies as a potential threat to the health, safety, security, or general well-being of the Authority's customers, employees, agents, or assets, or whom the Authority determines does not meet the minimum performance requirements of the work.

1.5.11 Authority's Right to Hire

The Authority may hire the TOC's employees at any time, whether during or beyond the term of the Contract. In addition, the TOC agrees not to restrict, or attempt to restrict, the rights of its employees to seek work with subsequent contractors providing the same service to the Authority.

1.5.12 Time Keeping

The TOC shall provide an electronic time keeping system for the purpose of reporting the start times, stop times, hours worked and compensated time off of its personnel that are billed to the Authority.

1.6 TRAINING PLAN

The TOC shall develop, implement, and maintain a detailed Training Plan to ensure all TOC personnel are knowledgeable and competent in all phases of their jobs. The Training Plan shall be in place upon receiving the Notice to Proceed to ensure initial training during the transition period. The Training Plan shall include a new employee orientation program, and a follow-up training program throughout the Contract.

1. The Training Plan shall perform the following functions, at a minimum:
 - a. Provide a complete new employee orientation program that includes an introduction to the Authority.
 - b. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided, as appropriate, for all processes and procedures used in the performance of work under the Contract.

- c. Fully train all toll operations personnel in the area of customer service. The Training Plan shall include, at a minimum, geographical and directional instructions (routes and distances to prominent landmarks and points of interest within a 50-mile radius of the Orlando area) and effective communications training.
2. All training materials acquired and/or developed by the TOC for the Contract shall be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. Any special licenses or rights acquired by the TOC for training materials shall be obtained in the name of the Authority. All training records shall be considered the property of the Authority. The Authority reserves the right to attend any TOC training classes. Final training manuals and documentation shall be subject to review and approval by the Authority.
3. The TOC shall submit for review and approval, all training courses and materials to the Authority before training is conducted. The final training course and materials shall be subject to review and approval by the Authority.

1.7 DOCUMENTATION REQUIREMENTS

The TOC shall maintain current and accurate records for all operations work. The records shall be organized and managed by a computerized data and information management system. The TOC shall maintain records in an electronic form easily retrievable and transferable to the Authority. All text documents and records created electronically shall be prepared on an Authority-approved software (Microsoft Word) or e-mail program (using only ASCII/unformatted text). Each page of text shall include a footer, which shall indicate the project, page number, and issue date or latest revision date of the document. All drawings, figures, flowcharts, etc., prepared electronically shall use an Authority-approved version of Excel, Visio or AutoCAD. All records are the property of the Authority and, as such, the Authority has the right to review and retrieve data and records at any time, electronic or hard copy. The TOC shall provide a full explanation of how and what system is going to be used to fulfill this requirement.

1.7.1 Documentation and Tracking Data

Documentation is a crucial element to the long-term reliable operation of the Authority's toll facilities. The ultimate role of documentation is to capture the knowledge accumulated by individuals working for the Authority and to transmit that knowledge to the next generation of people responsible for on-going Authority operations. Within that context, all information that might be useful for training the next generation of people shall be collected and reduced to a written form so that future expenses and operational difficulties are minimized. The current SOP is a prime example of this type of effort.

1.7.2 Correspondence - General

Written, hardcopy correspondence between the TOC and the Authority shall be used for all issues involving schedule, budget, technical approval, design reviews, contractual matters, and any other issue requiring formal documentation. A verbal approval shall be followed by a written approval to be obtained within one (1) business day.

1.7.3 Correspondence – Detail

All correspondence shall include the Contract name and identifying number assigned by the Authority. All correspondence shall have the date of creation and the name and signature of the correspondence author. One (1) hardcopy of all written correspondence shall be filed and accessible to the Authority on request. All correspondence shall be prepared with Microsoft Word and an electronic copy of all correspondence shall be maintained and archived. E-mail may be used for routine communication between the TOC's employees, Authority staff, and other consultants and contractors. Matters listed previously that require written correspondence will not be approved based upon e-mail. All e-mail that deals with any issues requiring written correspondence shall be archived.

1.8 PERFORMANCE

1.8.1 Employee Performance Incentive Plan Requirements

The Authority and the TOC agree that it is in the best interests of both parties to design and implement an Employee Incentive Plan to motivate employees to provide a high-level of customer service. It is this agreement that allows for an equitable means of allocating payments to the TOC to allow its full-time employees to receive an incentive to provide the highest quality customer service. The TOC shall disburse all incentive payments to the fulltime employees, except to the extent that the funds shall be withheld for FICA, income tax, insurance, other benefits, or for other standard payroll taxes or deductions. Payments received by the TOC from the Authority for the Employee Incentive Plan shall not exceed \$150,000 annually. Approval by the Authority's Director of Toll Operations of any incentive plan is required prior to initiation.

1.8.2 Contract Performance Incentive Program

The Authority is open to developing a viable Contract Performance Incentive Program to improve operational efficiencies. The Authority will entertain discussions with the TOC on implementing a Contract Performance Incentive Program based on future operational efficiencies.

1.9 LIQUIDATED DAMAGES

1.9.1 System-Related Monitoring and Reporting Requirements – Actual Damages

The TOC is responsible for monitoring the ETC System which includes maintenance alarms and actual lane activity. When revenue is lost due to equipment failure (whether it involves manual collections, ACMs, AVI, or VES) and cannot be recovered from customers, the TOC shall be responsible for these lost revenues when:

1. The TOC has received an ETC System maintenance alarm and does not respond by notifying the maintenance contractor and/or the designated Authority staff member, within the specified time periods;
2. It is determined that the TOC failed to recognize problems in the lanes that should have been detected, as determined by the Authority; or
3. It is determined that the equipment failure or malfunction is a result of the TOC's negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the TOC for that amount. The exception to this provision would be catastrophic events, as determined by the Authority.

1.9.2 System-Related Monitoring and Notification Requirements – Liquidated Damages

If the TOC has not fulfilled its notification requirements, and it has resulted in lost revenue, and actual damages cannot be determined, the Authority has the option of assessing Liquidated Damages for the TOC's failure to meet the monitoring and notification requirements. The response times, as specified in Section 1.3.8 of the Scope, are two hours from the time of System failure. Liquidated Damages will be applied at the following rates:

Response Time: Two (2) hours from the time of occurrence.

Hourly Charge per lane when response time is exceeded: The average revenue per hour for the time frame and collection point in question.

The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. The Authority will advise the TOC in writing of its intent to assess liquidated damages within 5 days of becoming aware of the occurrence and any delay. The time frame for measurement of response time will be determined through an analysis of available ETC System data and events surrounding the incident. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

1.9.3 Performance Requirements – Liquidated Damages

If the Authority determines that the TOC is not meeting the performance requirements for any provision, the Authority will notify the TOC in writing, and the TOC will have two weeks to correct the level of performance cited to the appropriate standard. The TOC, in response to the written notification, shall provide an explanation of why the problem is occurring, and a plan for correcting it. If the TOC is unable to achieve the required level of performance, the Authority will have the right to assess liquidated damages retroactive to the date of notification at the rate of \$200 per day, per criteria not achieved until the standard is met.

1.9.4 Reporting Requirements – Liquidated Damages

If the Authority determines that the TOC has failed to provide a required report, the Authority will notify the TOC in writing, and the TOC shall have two working days to provide the required report, containing the required information, in the fully completed, required, acceptable format.

The Authority will have the option of assessing liquidated damages at the rate of \$200 per day, per report from the date the report is due to the date it is received

1.10 MISCELLANEOUS PROVISIONS

1.10.1 Coordination with Other Contractors

There are several other contractors working with the Authority on the ETC System. Some of these are directly related to the work being done by the TOC and some are not, but it is imperative that the TOC cooperate and coordinate activities where appropriate to ensure smooth operation. Examples of other contractors are: Toll System Maintenance Contractor, Customer Service Center Operator, fiber optic network maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the Toll System Hardware or Software Maintenance Contractor and/or the Installation Contractor for new construction or modifications. The TOC shall take whatever steps are deemed necessary by the Authority to accommodate this requirement.

1.10.2 Work Limitations

The TOC will be limited in the type of work activities that may be conducted. In general, the TOC shall not make physical modifications to the Authority's facilities. Some examples of this would be: modifications to the toll islands, structural modifications, certain electrical wiring, and cuts in the pavement (without a work order form the Authority specifically ordering the work). Running conduits and cables through the toll plaza tunnels or existing openings is allowed. Pre-approval by the Authority or the Authority's designated representatives is required for all facilities-related work. If physical, structural, or electrical modifications are requested of the TOC to accommodate the ETC System, the Authority will provide a specific work order, which describes the work to be done. The TOC shall provide acceptable detailed sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

1.10.3 E-PASS Related Programs and Activities

- The Authority and the Greater Orlando Airport Authority (GOAA) have a program where E-PASS is supported as a payment method for airport parking. The Customer Service Center (CSC) will provide the primary customer service support for this activity.
- Currently, the Authority supports interoperability with the following; Florida Turnpike Enterprise's SunPass[®] program, Lee County's Leeway program, North Carolina Turnpike's Quick Pass program and Georgia's State Road Toll Authority's Peach Pass program. While these agencies have their own CSCs, E-PASS customers who use these facilities may contact the E-PASS CSC with questions.

1.10.4 Upcoming Projects

The following is a list of proposed up-coming projects which are included in the Authority's Five Year Work Plan. These are presented for informational purposes only and the dates

included are estimated. The Authority has not committed to either the completion of the projects or to the dates shown.

- SR 429 Schofield Road – (2) 2 – Lane Ramps Plazas, 2015
- SR 528 Airport Plaza Demo/Widening – Removal of Mainline plaza and the addition of (4) 2 – Lane Ramps, 2016
- Innovation Way Interchange – (2) 2 - Lane Ramp Plazas, 2016
- Wekiva Parkway – This roadway will be an all-electronic (AET) roadway, 2016

1.10.5 Equipment Changes:

In addition to the above projects, the Authority is currently in the process of replacing/upgrading various components of its toll collection system. These upgrades primarily focus on in lane hardware and software along with the violation processing system.

1.11 JANITORIAL SERVICES

The TOC shall perform janitorial services in a manner that ensures the facilities specified below (including ramps) are maintained in an attractive, clean, and sanitary manner.

1.11.1 Name and Location of Mainline Toll Facilities

1. Beach Line Airport Plaza – SR 528
2. Beach Line Main Plaza – SR 528
3. University Plaza – SR 417
4. Curry Ford Plaza – SR 417
5. Boggy Creek Plaza – SR 417
6. John Young Plaza – SR 417
7. Dean Plaza – SR 408
8. Conway East Plaza – SR408
9. Conway West Plaza – SR 408
10. Hiawassee Plaza – SR 408
11. Forest Lake Plaza – SR 429
12. Independence Plaza – SR 429
13. Coral Hills Plaza – SR 414
14. Dallas Plaza – SR 528
15. Goldenrod Road Extension – SR 551

1.11.2 General Requirements

1. The TOC shall furnish all labor, materials, consumable supplies (including toilet tissue, hand towels, and hand soap), equipment, and tools necessary to perform all stated duties in an efficient and workmanlike manner. The services shall be performed for all mainline plazas and ramps. Mainline plazas shall be serviced on a daily basis whereas unmanned ramps shall be serviced monthly unless circumstances warrant immediate attention. The services shall be performed between the hours of 6:00 a.m., and 11:00 p.m., 7 days per week, or as approved by the Director of Toll Operations or his authorized representative.
2. The TOC shall keep a daily log of all routine maintenance operations performed by the janitorial personnel and make available to the Authority upon request.
3. The TOC shall submit, upon request by the Authority, a list of all materials to be used in providing the cleaning service. The Authority may approve or disapprove any product prior to commencement of service.
 - a. The floor finish shall be non-staining and shall provide a high degree of slip protection.
 - b. No cleaners shall be harmful to the surface to which they are applied.
 - c. Dust mop treatment materials, which leave an oily residue, shall not be used.
4. The TOC shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.
5. Dumpsters at the mainline plazas shall not be used for disposal of old fluorescent bulbs. The TOC shall be responsible for proper disposal of bulbs in accordance with environmental regulations.

1.11.3 Daily Work Cycle – Specific Requirements

- Clean glass in all entrance doors, inside and out.
- Shake interior/exterior mats and clean surrounding area.
- Vacuum carpeted areas and spot clean as needed.
- Dust mop uncarpeted areas with chemically treated mop.
- Empty wastebaskets, trash receptacles (replace liners where needed).
- Clean and sanitize water fountains.
- Clean and sanitize restroom sinks, commodes, urinals, counters, mirrors, and tile floors. Remove fingerprints, as needed. Clean dispensers and replenish paper towels, toilet tissue, sanitary napkins, and soap.
- Clean sinks, wipe counters, tables, chairs, trash receptacle, microwave (inside and outside), and refrigerator (outside only) in break room.
- Dust chairs and tables in reception area.
- Check lights. Replace burned-out lights, as necessary, using long-life rough service bulbs.

- Lanes – Sweep and blow down lanes. Pick-up trash on total concrete area, including under and around attenuators.
- Booths – Vacuum and mop, wipe counters, and empty trash.
- Empty outside trash barrels.
- All other tasks consistent with janitorial services.

1.11.4 Weekly Inside Work Cycle – Specific Requirements

- Vacuum, wet mop, and wax all floors.
- Clean windows and wash all countertops.
- Clean windowsills and shoe moldings.
- Remove cobwebs from walls, corners, and ceilings.
- Clean air conditioner vents.
- Vacuum tunnel floor at mainline plazas.
- Clean walls and ceilings of all tollbooths.
- Clean all ductwork and vents in plaza tunnels.

1.11.5 Weekly Outside Work Cycle – Specific Requirements

- Pick-up trash on grounds (i.e. parking lot, adjacent to building, and side walks).
- Clean booth air conditioning filters and vents.
- Vacuum stairway from tunnel to booth.
- Sweep or blow parking lot.

1.11.6 Monthly Work Cycle – Specific Requirements

- Vacuum under furniture and in corners.
- Wax all floors (Full strip & wax annually).
- Dust furniture, desks, chairs (including lags and spreaders), files, business equipment, etc.
- Spot clean painted surfaces.
- Clean exterior doorjamb, frames, and transoms in all entrances.
- Clean tile walls in bathrooms and Formica partitions.
- Clean inside walls.
- Clean outside storage areas.
- Clean all window blinds.
- Clean light panels in ceilings.

1.11.7 Quarterly Work Cycle – Specific Requirements

- Wash windows, inside and out.
- Wash painted walls and woodwork.
- Vacuum upholstered furniture.
- Clean picture frames and glass.
- Wash Naugahyde or plastic-covered furniture.

1.11.8 Semi-Annual Work Cycle – Specific Requirements

TOC shall clean carpeting twice per year (shampoo, steam clean, or dry chemical clean).

2 QUALITY MANAGEMENT AND QUALITY ASSURANCE

The TOC shall develop, implement, and maintain a Quality Management and Quality Assurance Plan.

2.1 QUALITY MANAGEMENT

2.1.1 Quality Policy

This policy shall reflect a commitment to achieve the highest standards of customer satisfaction and performance of the procedures necessary to provide toll operations services, while maintaining good organizational relationships with the Authority, FDOT, and law enforcement personnel. This policy shall include an organizational mission statement and/or managerial philosophy, along with goals and objectives linked to the quality management and assurance.

2.1.2 Quality Management/Quality Assurance

Identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/limitations shall be identified for each process/procedure. Methods of assuring compliance, such as inspection, monitoring, and audit review shall be identified with time frames noted.

2.1.3 Quality Assurance (QA)

QA shall include procedures to determine that quality control is being, or has been, performed effectively and appropriately. It shall include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management, and TOC operations office management. Frequency of QA activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

2.1.4 Quality Control (QC)

QC shall include prescribed procedures by which work products are reviewed and brought into compliance, where necessary, to conform with professional standards, contractual obligations, and commitments to the Authority. This includes activities to identify and eliminate causes of unsatisfactory performance and meet the goals and objectives of operational activities included as part of the Quality Policy.

2.1.5 Customer Satisfaction

2.1.5.1 Complaint Resolution

Customer complaints shall be received and handled by the TOC. Complaints received at the plazas shall be logged in with the date and time, and name and address of the customer. An attempt shall be made to resolve the complaint at the plaza with TOC staff or escalated to TOC management. If complaint

resolution is unsuccessful, the customer shall be politely referred to the Authority.

2.1.5.2 Customer Satisfaction Survey

The Authority will conduct periodic surveys at its discretion according to appropriate survey research methods. The TOC shall help in the development, distribution, collection, and analysis of the surveys. The survey will include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as the degree of friendliness and courtesy shown by collectors, the attention paid to unique problems/difficulties faced by the customer, delays while traveling through toll plazas, cleanliness/overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes.

2.1.6 Employee Performance Assessment and Evaluation

The SOP shall contain a set of policies and procedures that creates a method to evaluate the performance of all employees. This method shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the process by which employees are counseled regarding performance improvement.

2.2 CONTRACT PERFORMANCE MONITORING

1. The Authority will review the performance of the TOC's operations.
2. The SOP, coupled with the operations criteria, provide the standardization and performance levels necessary to ensure the Authority's effective development, administration, coordination, operation, and management.
3. The Authority expects the TOC to exceed minimum performance standards and equates that level of performance with a "Satisfactory" performance. The TOC shall strive to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with best available practices. The TOC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The TOC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

3 MOBILIZATION AND TRANSITION PLAN

The draft Mobilization and Transition Plan submitted by the TOC with the Technical Proposal shall be finalized for resubmittal to the Authority for review and approval immediately upon receipt by the TOC the Notice to Proceed.

3.1 MOBILIZATION

It is the Authority's intent that the TOC shall transition with the current contractor over no more than a two (2) month period covering May through June 2015. The TOC shall also use this time for project mobilization and start-up activities. The TOC shall provide a fully equipped office, a qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation of the Authority's toll facilities and toll collection system.

3.2 TRANSITION

Smooth continuity of services is critical during the transition period from the current TOC to the new TOC. The Mobilization and Transition Plan submitted with the Technical Proposal shall be finalized and submitted to the Authority for review and approval immediately upon Notice to Proceed. The plan shall describe, in detail, the TOC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall include a Staffing Plan for both Administrative and Toll Collection Personnel. The plan shall address maintaining unobstructed traffic flow, normal and peak hour toll collection staffing, audit and control of toll transactions and revenues, and coordination. The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures is properly transferred from the current contractor to the TOC without degradation or interruption of services.

3.3 PLAZA TRANSITION STAFFING PLAN

Not later than 14 days before assumption of each toll collections plaza, the TOC shall submit the following hiring plan documents, developed in accordance with the Contract, to the Authority for review and approval:

1. Hiring Plan for Eligible Current Contractor Full-Time Employees – After reviewing the list and files (provided by current Contractor) of full-time employees eligible for first right of refusal, the TOC shall submit its hiring plan for these employees, including the first date of employment.
2. Hiring Plan for Other Toll Collection Employees – The TOC shall submit a hiring plan for toll positions required beyond those filled by current Contractor's full-time employees. The list shall include additional full-time and all part-time employees.
3. Summary of Hiring Plan – The TOC shall submit a hiring plan for the total number of full-time and part-time toll collection positions and the total number of toll plaza managerial and supervisory positions for each plaza.

3.4 PROPERTY AND EQUIPMENT INVENTORIES

Not later than seven days before assumption of each toll collections plaza operations and operations at the Authority's Headquarters, the TOC, Authority, and current contractor will jointly inventory all Authority owned property at each plaza and associated ramp locations. Any discrepancies shall be reported to the Authority in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final

report, including all plazas, shall be submitted with the last plaza. The report shall be maintained current and shall be reissued annually, or as directed by the Authority. The property inventory report(s) shall contain a list of all relevant property items by Authority inventory number. All property and equipment purchased for this project will remain the property of the Authority at the end of the contract.

3.5 UNIFORMS

3.5.1 General

The TOC shall provide all toll collection uniforms. All employees required to meet with the public in a toll collection capacity shall be properly uniformed. These staff positions shall include, at a minimum: toll collectors, toll collection supervisors, and toll collection couriers. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

3.5.2 Uniform Design

The current contractor has recently signed a contract to provide uniforms. The contract has provisions for the new TOC to assume the uniform contract. The TOC shall assume the uniform contract and use it for providing the required uniforms. Pricing will be provided with the pricing sheets.

3.6 END OF CONTRACT TRANSITION

1. The TOC acknowledges that the services under the Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration or termination, a successor (either the Authority or another contractor) may continue them. The TOC agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The TOC shall, upon the Authority's written notice, furnish transition services during the last 90 days of the Contract. The TOC shall also negotiate in good faith with the successor a plan describing the nature and extent of transition services required. The training program and a date for transferring responsibilities for each division of work shall be subject to Authority approval. The TOC shall provide sufficient experienced personnel during the transition period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
3. The TOC shall allow as many personnel as necessary, in the judgment of the Authority, to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The TOC shall also make available to the Authority for use by the successor all necessary personnel records, as it pertains to performance and training, and shall allow the successor to conduct on-site interviews with these employees. The TOC shall release those employees to be hired by the successor at a mutually agreeable date.

4. The TOC shall be reimbursed for all reasonable and applicable costs (i.e., costs that the TOC might incur after Contract expiration) that result from operations transition and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the Contract.

End of Scope of Services

**CONSENT AGENDA ITEM
#20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 28, 2020

SUBJECT: Authorization to Execute a Supply Agreement with A-TO-BE USA LLC
for Automated Coin Machines (ACMS)
Contract No. 001748

Request for Information for the above referenced product was advertised on March 29, 2020. One (1) response was received by the May 2, 2020 deadline. As required by the Procurement Procedures Manual, the Director of Procurement met with the Project Manager and the Chief Technology and Operation Officer to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Board authorization is requested to execute an agreement with A-TO-BE USA LLC for an amount not-to-exceed of \$1,500,000.00 for Automatic Toll Payment Machine solution. This will be a sole source procurement. This Agreement is for a 36-month duration.

This agreement provides for materials, installation, training and maintenance of ACMS.

This agreement is included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: *David Boston*
David Boston
Manager of Toll Technical Systems

Jim Greer
Jim Greer

A-TO-BE USA LLC
Supply Agreement

SUPPLIER: A-TO-BE USA LLC, an Illinois limited liability company (the "Supplier")
PURCHASER: Central Florida Expressway Authority (the "Purchaser")
PROJECT: Sale and Maintenance of Automatic Toll Payment Machines ("Project")

This Supply Agreement (the "Agreement") is made and effective as of the [] day of [], 2020 ("Effective Date") by and between the Supplier having its office at 1901 Butterfield Road, Suite 160, Downers Grove, IL 60515 and the Purchaser having its office at 4974 ORL Tower Road, Orlando, Florida 32807. The Agreement includes the following parts, each of which is incorporated into this agreement by reference and shall be construed as an integral part of this Agreement:

Appendix 1: DESCRIPTION OF PRODUCT
Appendix 2: **[**DESCRIPTION OF ADDITIONAL SERVICES & PRODUCTS**]**
Appendix 3: **[**PROPOSAL FOR PROJECT**]**

Whereas:

- A. The Supplier has provided Purchaser with a Proposal dated as of **August 25th, 2020**, for the supply of an Automatic Toll Payment Machine attached hereto as Appendix 3 ("**Proposal**");
- B. The Supplier and the Purchaser (the "Parties") wish to agree on general terms of supply not only to cover the supply of an Automatic Toll Payment Machine under the Proposal but also for potential additional services and products.

NOW, THEREFORE, the Supplier and the Purchaser agree as follows:

- 1. **Purchase:** Supplier shall supply to Purchaser and Purchaser shall purchase from Supplier, at least, one (1) initial Automatic Toll Payment Machine ("**ATPM**") described in the Proposal attached hereto as Appendix 3 together with the following related services: ATPM delivery, installation support, product manuals and technical documentation, training, support to Lane Controller integration, and warranty services (collectively, the "**Services**"), which will be provided during the Initial Services Term in accordance with the terms of this Agreement.

During the Initial Services Term:

(a) Supplier shall provide Purchaser with installation and maintenance manuals and procedures that provide a comprehensive framework for the activities that must be executed during installation and regularly, during maintenance, on ATPMs, detailing the schedule, tools and activities to be performed in the different components. These manuals will support the 1st line of maintenance and support activities. In addition to regular procedures, the manuals include troubleshooting guides and instructions for the replacement of consumables and special components within the ATPMs.

(b) Supplier staff will provide training to Purchaser's (or its provider) staff to perform the installation and to act as the 1st line of maintenance and support.

(c) Supplier will have available a remote team so Purchaser's (or its provider) 1st line of maintenance and support can be in close contact for remote support services and any necessary included warranty services. The support team can be reached through phone or web channel available during business hours. All requests will be analyzed the next business day. The most urgent issues are typically resolved in 72 hours, depending on its complexity.

The ATPM shall interface with Purchaser's existing toll collection software and provide revenue capture and accounting information for cash and credit/debit card transactions, plus other mandatory requirements outlined herein.

Any other products or services, not specified above, such as new ATPMs, vaults, maintenance and support services after the Initial Services Term, future software upgrades to the ATPMs, and annual preventive maintenance, are optional items which shall be provided as additional Services ("**Additional Services & Products**") as specified in Appendix 2.

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2. **Commencement Date and Services Term:** This Agreement shall commence upon the Commencement Date specified in Appendix 1 and will apply to all supplies made by Supplier to Purchaser.

Unless this Agreement is earlier terminated in accordance with the terms set forth herein, the Services shall commence upon and later expire upon the dates specified in Appendix 1 (such period being the “**Initial Services Term**”).

As regards any Additional Services & Products, the Parties will agree on the applicable term, which shall be specified in a purchase order to be issued by the Purchaser under the terms of paragraph 3 of Appendix 2 and duly accepted by the Supplier.

3. **Prices, Invoices, Electronic Data Exchange, and Payment:** Subject to Supplier supplying the underlying ATPMs and/or services in accordance with the terms of this Agreement:

- (a) Purchaser shall pay the applicable Prices to the Supplier in the amounts and manner stated in Appendices 1 and 2 (the “**Price(s)**”).
- (b) Unless otherwise provided in this Agreement, Supplier shall submit invoices for the product(s) and/or services to Purchaser, as applicable, and the Price shall be all inclusive (except for taxes) and constitute payment in full. Supplier’s invoices shall indicate applicable sales taxes as separate amounts and indicate the net taxable value including all applicable discounts. Purchaser shall not be obligated to pay any taxes to Supplier unless Supplier is registered with the applicable tax authorities and provides its registration number on the invoice. Supplier’s invoices (and packing slips and shipping documents, if applicable) shall be in a form reasonably acceptable to Purchaser and shall contain sufficient details to ascertain what is being supplied, including the Agreement number and Purchaser’s applicable part numbers, if any. If requested by Purchaser, Supplier shall provide documentation in support of an invoice to Purchaser with form and content reasonably acceptable to Purchaser. Purchaser shall remit payment to Supplier within thirty (30) days of receipt of an invoice prepared in accordance with this Agreement, provided that if Purchaser reasonably disputes any portion of the invoice or has in accordance with Section 18 rejected any ATPM or service to which the invoice relates, it shall pay such invoice less the disputed amount or value of rejected ATPM or service, as the case may be, subject to adjustment (in the case of disputed amounts) upon resolution of the dispute. Non-payment by Purchaser of any amount in dispute shall not alleviate, diminish or modify in any respect Supplier’s obligations to perform as required by and in accordance with this Agreement. Purchaser may be exempt from sales tax and shall provide sufficient information for Supplier to verify such exemption. Purchaser shall be entitled to withhold from Supplier any amounts required to be withheld under applicable tax laws, and any remittance of withholding taxes to the applicable tax authorities shall be deemed to be payment to Supplier.

4. **Tax:**

- (a) Supplier shall comply with all applicable tax laws including without limitation, the collection and remittance of any and all applicable taxes, levies, duties, and charges in connection with performing Supplier’s obligations in this Agreement. Without limiting the foregoing, Supplier shall be responsible for compliance with and payment of all sales taxes, use taxes, excise taxes, custom duties, and all contributions and taxes for employment compensation, insurance and old age pensions, or annuities now or hereafter imposed by any governmental authority with respect to or covered by Supplier or by its subcontractors in the execution of any Services subject to federal, state or local taxes.
- (b) Supplier shall comply with all applicable income tax laws, including without limitation, the withholding of applicable payroll taxes from those of its employees performing Supplier’s obligations in this Agreement.
- (c) Supplier shall be liable for and shall indemnify Purchaser in accordance with Section 9 in respect of any claims, penalties, interest, or costs made or assessed against Purchaser arising from Supplier’s non-compliance with tax laws.

5. **Representations and Warranties:** Supplier represents, warrants and covenants, and acknowledges that Purchaser is relying on such representations, warranties and covenants in entering into this Agreement, that:

- (a) Supplier has the capacity and is authorized to enter into this Agreement and perform its obligations in this Agreement;

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- (b) Supplier has good title to the ATPMs, the right to sell the ATPMs, and all required permits and approvals in respect of the import, sale and shipping of the ATPMs;
- (c) any ATPM supplied under the terms of this Agreement is free from any lien or encumbrance in favor of any third party not previously declared in writing to Purchaser;
- (d) any ATPM supplied under the terms of this Agreement shall conform to all specifications, drawings, samples or descriptions furnished to or by Purchaser, if any, and shall be merchantable, of good material and workmanship, and free from defect;
- (e) Supplier has the right, title or interest to use any information, supplies, patented or copyrighted material, or any other materials, used in the manufacture or supply of ATPMs and its use of information, supplies, patented or copyrighted material, or any other materials, for the performance of its obligations in this Agreement does not result in the disclosure of third-party trade secrets or infringe upon third-party patent, copyright, trademark or intellectual property rights;
- (f) Supplier is also providing the warranty set out in Appendix 1;
- (g) Supplier shall, unless otherwise provided in this Agreement, provide all the equipment, personnel, supplies, consumables and labor necessary to perform its obligations in this Agreement;
- (h) Supplier has experience in performing its obligations in this Agreement and will perform its obligations in this Agreement in a safe, efficient, and professional manner in accordance with the terms of this Agreement, and in accordance with the Supplier's industry standard;
- (i) Supplier has and will maintain all applicable licenses and permits required to perform its obligations in this Agreement; and
- (j) Supplier shall provide only fully trained and qualified individuals to perform its obligations in this Agreement.

To the extent that Supplier does not supply an ATPM in accordance with this Section or otherwise in accordance with this Agreement, Supplier agrees that it shall either replace such ATPM or cure the relevant defect to the reasonable satisfaction of, and at no additional cost to Purchaser.

Purchaser represents, warrants and covenants, and acknowledges that Supplier is relying on such representations, warranties and covenants in entering into this Agreement, that:

- (a) Purchaser has the capacity and is authorized to enter into this Agreement and perform its obligations in this Agreement and this Agreement has been duly executed and delivered by Purchaser and constitutes legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms;
- (b) Purchaser shall promptly remit payment as required by this Agreement and its Appendices;
- (c) Purchaser shall prepare the actual installation sites for the ATPMs taking into account all necessary installation requirements of which it is deemed to be informed;
- (d) Purchaser shall timely allocate the personnel to receive training and perform the software integration activities required by Supplier in connection with the ATPMs;
- (e) Purchaser shall not market or sell ATPMs sold to it hereunder;
- (f) Purchaser shall timely provide all information required by Supplier and shall otherwise fully cooperate with Supplier to permit Supplier to perform its obligations hereunder.

6. **Subcontracting:** Supplier may subcontract any part of its obligations hereunder. If subcontractors will be utilized, Supplier must identify to Purchaser the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Agreement, together with a description of the work to be performed by the subcontractor. Supplier shall remain liable and responsible to Purchaser, and shall indemnify Purchaser in accordance with Section 9, for the acts and omissions of any subcontractor and shall ensure that any subcontractor strictly adheres to all terms of this Agreement, including any safety and security requirements referred to in this Agreement.

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7. **Delays:** Supplier shall provide Purchaser with notice of delay immediately upon becoming aware of any occurrence which delays or, in Supplier's reasonable opinion, may delay the supply of ATPMs or the performance of any other obligation hereunder.
8. **Compliance with Laws:** Supplier shall comply with, and shall ensure its employees, agents, and subcontractors comply with, all applicable federal, state, and municipal laws, regulations and all other applicable orders, rules, and regulations of any authority having jurisdiction respecting the ATPMs, including without restriction all applicable laws respecting the import, export, sale and shipping of the ATPMs, all applicable environmental laws, and all applicable employment standards codes and workers' compensation legislation or equivalent legislation.
9. **Indemnity and Waiver:** Except as otherwise stated herein, Supplier shall be liable to Purchaser for, and shall indemnify, defend, and save harmless Purchaser from and against, any and all Claims (including attorneys' fees and legal costs) suffered or incurred by Purchaser that directly arise out of or result from any breach of this Agreement, by the Supplier, or its subcontractors, including without limitation:
- (a) those brought or executed in respect of bodily injury (including injury resulting in death) or damage or destruction of property, including Purchaser's property;
 - (b) those made under workers' compensation legislation;
 - (c) those legal costs and fines resulting from the failure of Supplier to comply with any applicable laws, regulations, rules or orders of any government, authority or body having jurisdiction;
 - (d) those arising from ATPMs' defects and related loss or damage;
 - (e) those resulting from the release, discharge, seepage or other escape of any substance including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous, micro-organic, or of any other nature, which are attributable to Supplier's performance of its obligations in this Agreement; and
 - (f) those brought for actual, alleged, direct or contributory infringement of any patent, trademark, copyright or industrial property right;

provided that (i) Supplier is promptly notified in writing of the Claims, (ii) Supplier shall have the sole control of the defense and/or settlement thereof, (iii) the Claims are not relating to, arising out of, or resulting from Purchaser's breach of this Agreement, negligence or willful misconduct, (iv) Purchaser furnishes to Supplier, on request, all information available to Purchaser for the defense, and (v) Purchaser cooperates in any defense and/or settlement thereof as long as Purchaser pays all of its out of pocket expenses and attorneys' fees. Supplier shall not be liable for any act taken or omission made in connection with Supplier's settling or otherwise resolving any Claims, or defending, litigating, enforcing or otherwise taking legal action in connection with any Claims, all of which shall be made in the sole discretion of Supplier. No indemnity pursuant to this Section 9 with respect to any particular Claim shall be paid by Supplier to the extent Purchaser has been previously paid for the same Claim pursuant to any insurance policy that is then in force and effect; or if a court having jurisdiction in the matter shall determine in a final decision that such indemnification is not lawful.

UNDER NO CIRCUMSTANCES WILL SUPPLIER BE LIABLE TO PURCHASER OR OTHERS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF GOODWILL, LOST PROFITS, STOPPAGE OF WORK, LOST BUSINESS, COST OF CORRECTIVE WORK DONE WITHOUT SUPPLIER'S PRIOR WRITTEN APPROVAL OR OTHER FINANCIAL LOSS), ARISING OUT OF ANY CLAIMED BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE RELATING TO SUPPLIER'S DELIVERY, OR NON-DELIVERY, OF GOODS OR SERVICES. THE LIABILITY OF SUPPLIER IN ANY AND ALL CATEGORIES, WHETHER ARISING FROM CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN THE AGGREGATE, IN NO EVENT EXCEED THE PRICE PAID BY PURCHASER FOR PRODUCTS AND SERVICES UNDER THIS AGREEMENT.

For the purposes of this Section, any reference to "Purchaser" shall include Purchaser and its affiliates, together with the directors, officers, employees, representatives and agents of Purchaser and its affiliates; and any reference to "Supplier" shall include Supplier's directors, officers, employees, affiliates, representatives, and agents.

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For the purposes of this Section, "Claims" means any and all claims, suits, demands, awards, actions, proceedings, losses, costs, damages, or expenses.

This Section shall not be replaced or modified by any terms contained elsewhere in this Agreement, including any appendices or schedules attached hereto or purchase orders issued in accordance with this Agreement.

Each party shall use commercially reasonable efforts to mitigate damages for which the other party otherwise would be liable under the terms of this Agreement.

This Section shall survive the expiration or termination of this Agreement for one (1) year.

10. **Insurance:** Supplier shall procure and maintain during the whole Term of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Supplier, its agents, representatives, employees or subcontractors. All coverages must be with insurance companies with an A.M. Best Company financial strength rating of "A minus" or better. Insurance coverage shall not limit Supplier's obligation to indemnify, defend or settle any claims.

(a) The minimum scope of "Insurance Coverage" shall be at least as broad as:

- i. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form, current edition or an alternative form providing equivalent protection.
- ii. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
- iii. Worker's Compensation insurance as required by the State of Illinois and include Employers Liability.

(b) The minimum limits of "Insurance Contractor" shall maintain no less than:

- i. Commercial General Liability: \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate.
- ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- iii. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of not less than \$500,000 per occurrence.

(the minimum scope and minimum limits of insurance referenced in Sections 10(a) and 10(b) shall be collectively referred to as the "**Insurance Coverage**").

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. The Insurance Coverage shall be endorsed to provide Purchaser with not less than thirty (30) days written notice in advance of cancellation, material change, or amendments restricting coverage. Supplier is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable. Purchaser shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. Upon request by Purchaser, Supplier shall provide a copy of the certificate(s) of insurance evidencing the above Insurance Coverage including the applicable "Additional Insured" endorsements. Purchaser shall have no obligation to examine such certificate(s) or to advise Supplier if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that Purchaser has waived its insurance requirements.

Supplier shall be deemed to be in compliance with Section 10(a) and Section 10(b) of the Agreement above if Supplier provides Purchaser with at least thirty (30) days prior written notice in advance of cancellation, material change or amendments restricting Supplier's insurance coverage, and Supplier's failure to obtain an endorsement to its Insurance Coverage in which its insurers agree to provide such notice shall not be deemed to be a breach of this Agreement.

11. **Audit:** Supplier shall keep and maintain true and correct books, records, and accounts with respect to the performance of the Supplier's obligations pursuant to this Agreement, along with invoices and monthly summaries, for a period of two (2) years after the termination of this Agreement. With reasonable prior written

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notice and during normal business hours, Supplier shall, upon request of Purchaser, make available and permit Purchaser during the whole Term of this Agreement to inspect, make copies of, and audit such records at Purchaser's sole cost and expense.

12. **Liens:** Supplier shall keep all property and premises of Purchaser free from any and all laborers', materialmen's, and mechanics' liens, and similar claims or encumbrances which are attributable to Supplier's performance of its obligations in this Agreement ("Lien"). To the fullest extent permitted by law, Supplier waives all rights of any Lien against the property and premises of Purchaser. If Supplier fails to release and discharge any Lien against the property or premises of Purchaser within thirty (30) days of receiving notice from Purchaser, Purchaser may, at its option, take any and all steps to discharge or release the Lien, or otherwise deal with the Lien claimant, and Supplier shall pay Purchaser any and all reasonable costs and expenses actually incurred by Purchaser in so doing, including reasonable legal fees and expenses incurred by Purchaser.

13. **Confidentiality:**

(a) Supplier shall:

- (i) not make use of any Purchaser Confidential Information for its own personal gain or for any purpose other than is required to perform its obligations pursuant to this Agreement;
- (ii) not disclose any Purchaser Confidential Information to any person except Supplier's employees, consultants, subcontractors and agents who have a need to know such information consistent with the performance of Supplier's obligations pursuant to this Agreement, but only after such person has properly assumed obligations identical in principle to those in this Section and Supplier ensures that such person at all times complies with those obligations;
- (iii) employ diligent efforts and exercise reasonable care to hold all Purchaser Confidential Information in the strictest confidence;
- (iv) not use Purchaser's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Supplier's relationship with Purchaser without first obtaining written consent from Purchaser, provided however Supplier may announce the granting of the award of the Project to Supplier without the written consent from Purchaser; and
- (v) be liable to Purchaser and indemnify Purchaser in accordance with Section 9 for any breach of this Section by Supplier or its employees, consultants, subcontractors or agents.

(b) Neither party shall:

- (i) disclose the terms of this Agreement or amounts paid under it to any person without the other party's written consent, except to a party's employees, professional advisors and insurers who have a need to know such information, but only where the party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section; or
- (ii) disclose the terms of this Agreement or amounts paid under it, except in accordance with this Agreement and except as required by law, provided that the party from whom disclosure is demanded pursuant to law shall promptly notify the other party of such demand so that the other party has an opportunity to oppose the production.

(c) Purchaser shall not disclose, except as required by Florida's public records laws, Supplier's information respecting pricing or any information supplied by Supplier that is clearly marked "Confidential" to any person except Purchaser's employees, consultants, subcontractors and agents who have a need to know such information.

For the purposes of this Agreement, "**Purchaser Confidential Information**" shall mean: any and all information, material, or data disclosed to Supplier by Purchaser or its affiliates, or obtained by Supplier in

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connection with performing its obligations in this Agreement, whether orally, or in any written, magnetic, or electronically recorded form, or by drawings, or inspection of parts or equipment, and including without limitation:

- i. information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of Purchaser; or
- ii. any information supplied by Purchaser that is clearly marked "Confidential";

but not including confidential data or information lawfully in the receiving party's possession prior to its acquisition from the disclosing party; received in good faith from a third party not subject to any confidentiality obligation to the disclosing party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving party; or is independently developed by the receiving party without the use or benefit of the disclosing party's confidential information.

The parties agree that any violation of this Section is a material breach and that Purchaser may avail itself of any legal or equitable remedies available in the event of such breach. The Parties hereby also acknowledge and recognize that Purchaser is a public governmental entity subject to the State of Florida's public records laws and may be required to disclose certain information not deemed a trade secret, including the pricing and the terms and conditions of this Agreement.

This Section shall not be replaced or modified by any terms contained elsewhere in this Agreement, including any appendices or schedules attached hereto or purchase orders issued in accordance with this Agreement but is subject to Florida's public records laws.

This Section shall survive the expiration or termination of this Agreement.

14. **Use and Ownership:** Supplier retains all intellectual property rights to the ATPMs but grants Purchaser a "**License**" subject to the following terms:

Subject to full and timely payment of the agreed-to amounts due to Supplier through final system acceptance in this Agreement, Supplier hereby grants to Purchaser a fully paid-up, royalty-free and non-exclusive license to access and use any work product and any related intellectual property rights developed under this Agreement ("**Work Product**"). Upon final acceptance of each ATPM or, if earlier, upon Supplier's material breach of this Agreement which remains uncured after a reasonable period of time in relation to the breach, the license granted hereunder becomes irrevocable and shall survive expiration and termination of this Agreement. Notwithstanding the foregoing, Supplier grants to Purchaser a limited, revocable and non-exclusive license to access and use the Work Product for testing purposes from the date of this Agreement until delivery (which is DDP Purchaser's facility) of each ATPM; provided, however, that the license described in this sentence would remain revocable by Supplier only if Purchaser fails prior to final acceptance of each ATPM to make a payment required under this Agreement and such failure is not remedied within thirty (30) days after notice is given by Supplier to Purchaser of such failure.

Purchaser shall:

- (a) notwithstanding anything to the contrary in this Agreement, Purchaser shall have the perpetual right to use the software for the Work Product in any fashion, including for purposes of updating payment functionalities and interfaces with Purchaser's electronic tolling technologies.
- (b) not market, sell, distribute or otherwise provide any Work Product to a third party for commercial purposes except as required for support and facilitation of the operation of the business of Purchaser or for purposes of creating reports for Purchaser's own internal business purposes relating to its ordinary operations;
- (c) not use or permit the use of any Work Product for any purpose other than its own business needs, and such use shall be strictly in the manner prescribed in this Agreement;
- (d) not make or retain any copy of any Work Product, except as specifically authorized by Supplier or this License;
- (e) neither create nor recreate the source-code for any Work Product or re-engineer, reverse engineer, decompile or disassemble any Work Product except as authorized by this section; and

A-TO-BE USA LLC
Supply Agreement

(f) take reasonable security precautions to prevent an unauthorized individual or entity from gaining access to any Work Product and comply, at Purchaser's expense, with all reasonable security practices in the industry to prevent any Work Product from being improperly used or accessed.

Notwithstanding the foregoing, the parties agree that Purchaser and its contractors must be able to operate and maintain the ATPMs purchased under the terms of this Agreement after termination of this Agreement.

Purchaser acknowledges that all Intellectual Property Rights and trade secrets in and to the Work Product belong to Supplier and/or its providers, whether or not marked. Nothing in this Agreement shall be construed as granting or conferring any rights to any Intellectual Property Rights of Supplier, by license or otherwise, except as stated explicitly in this Agreement, and particularly in this License. Furthermore, licenses or any other rights such as, but not limited to, any databases or API (interfaces) created by (or for the benefit of) Supplier as well as any patents, utility models, copyrights, software, code, trademarks or trade dress, are neither granted nor conveyed by this Agreement, nor does this Agreement constitute any obligation of Supplier to grant or convey such rights to Purchaser, except as stated explicitly in this Agreement and this License. Purchaser shall not be entitled to file for patents or other statutory protection in any country based on or using any Intellectual Property Rights of Supplier, and any such patent or statutory protection obtained by Purchaser in violation of this provision must be transferred to Supplier upon its request and without any charge.

When used in this Agreement, "**Intellectual Property Rights**" shall mean (a) copyright, rights related to or affording protection similar to copyright, code, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, brand names, designs, know-how, trade secrets (information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable through appropriate means by other persons who might obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy) but excluding know-how already in any party's possession before this Agreement or independently developed; (b) applications for registration, and the right to apply for registration, for any of the rights listed at paragraph (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction.

15. **Termination:** Notwithstanding anything in this Agreement, any party may terminate this Agreement immediately in the case of an Event of Default. For the purposes of this Agreement, an "**Event of Default**" shall mean any of the following:
- (a) a breach of a material provision of this Agreement by a Party which breach has not been cured within thirty (30) days after received notice of such breach from non-defaulting Party;
 - (b) a Party ceases to conduct business; or
 - (c) any petition, proceeding or other action under any law relating to bankruptcy or insolvency is filed or instituted by or against a Party.

DELIVERY OF PRODUCT

16. **Delivery:** Supplier shall deliver the ATPMs to Purchaser on the delivery dates and destination(s) agreed between the Parties. The ATPMs shall be delivered DDP Purchaser's facility (as such terms are defined in the Uniform Commercial Code).
17. **Price Adjustment:** All prices identified in this Agreement, including Appendices 1 and 2 are subject to the applicable CPI adjustments. Pricing is valid for a term of 3 years counted from the date of contract award.
18. **Rejection of Product:** Purchaser shall be entitled to inspect the ATPMs within a reasonable period of time after its receipt, but in any event up to its installation and, at its option, to reject: (a) any of the ATPMs which are defective in materials or workmanship or do not conform in material part to the specifications provided by Purchaser to Supplier; and (b) any oversupplied ATPM. If any ATPM is rejected because of failure to conform to specifications, or failure in workmanship or materials, Supplier shall within thirty (30) days replace the applicable ATPM with an ATPM that complies with specifications and conform in workmanship and materials.

A-TO-BE USA LLC
Supply Agreement

19. **Non-fulfillment of Order:** In the event that Supplier cannot supply the ATPM as required by this Agreement, including meeting any delivery date specified in this Agreement or any purchase order issued under this Agreement, Supplier shall forthwith notify Purchaser's contact person identified in this Agreement by e-mail or facsimile. Such notice shall make reference to this Agreement and Purchaser's part numbers, if any, and shall state what obligations of Supplier cannot be fulfilled. Upon receipt of such notice, Purchaser may, at its option, terminate this Agreement and if applicable, seek indemnity pursuant to Section 9, without any further obligation, save for payments for conforming ATPM delivered prior to such termination. In addition, upon such termination, Supplier shall immediately repay to Purchaser all sums of money, including deposits, paid by Purchaser net of the Price of conforming ATPM delivered prior to cancellation.
20. **Packing and Shipping:** Supplier shall ensure that:
- (a) itemized packing slips, showing the number of this Agreement and Purchaser's part numbers, if any, accompany each shipment and are solidly affixed on the exterior of the package in a conspicuous manner;
 - (b) all shipments are made in accordance with all relevant laws;
 - (c) all shipments are made in accordance with accepted industrial packaging standards, standard packaging quantities and as otherwise specified in this Agreement. Without limiting the foregoing, Supplier shall ensure that all pallet load shipments are strapped or stretch-wrapped in a manner sufficient to maintain the integrity of the load; and
 - (d) it routes all shipments according to the transportation instructions set forth in this Agreement or as otherwise directed by Purchaser.
21. **Changes:** Supplier shall not make any change to the quantity, class, or type of ATPM without Purchaser's prior written consent, which consent may be arbitrarily withheld. No changes or modifications to a purchase order, ATPMs or to this Agreement, shall be valid unless in writing and signed by both Purchaser and Supplier.

MISCELLANEOUS

22. **Assignment:** This Agreement is not assignable by Supplier without the prior written consent of Purchaser, which consent may be arbitrarily withheld. Any purported assignment by Supplier of any of its rights, duties, or obligations in this Agreement without Purchaser's written consent shall be voidable by Purchaser at its option. Supplier shall not in any event be released from its duties and obligations in this Agreement.
23. **Binding Effect:** This Agreement shall be binding upon and ensure to the benefit of each of Purchaser and Supplier and their respective successors and permitted assigns.
24. **Independent Contractor:** The parties agree that Supplier is an independent contractor, that nothing in this Agreement shall be construed as establishing or implying a relationship of master and servant between the parties, or any joint venture or partnership between the parties, and that nothing in this Agreement shall be deemed to constitute either of the parties as the agent of the other party or authorize either party to incur any expenses on behalf of the other party or to commit the other party in any way whatsoever. Supplier and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Purchaser, or be deemed to be under the control or supervision of Purchaser when carrying out the performance of its obligations in this Agreement. Without the prior written consent of Purchaser, Supplier shall not carry on any activity that could be construed as being on behalf of Purchaser.
25. **No Waiver:** Neither party shall be deemed to have waived the exercise of any right that it holds pursuant to this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
26. **Notices:** Any notice, consent, demand or other communication that may be or is required to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered mail, facsimile, or if applicable, e-mail to the address of Purchaser or Supplier, as the case may be, set forth in this Agreement. Any notice or other communication contemplated in this Agreement shall be deemed to have been given (or received by

A-TO-BE USA LLC
Supply Agreement

the other party): (a) on the date sent when sent by confirmed facsimile transmission or e-mail; or (b) three (3) business days after being sent by registered mail to an address set forth in this Agreement.

27. **Governing Law:** This Agreement shall be governed by the law of the State of Florida. The Purchaser hereby agrees to accept jurisdiction of and service of process in the State of Florida and any action or proceeding under or in connection with this Agreement shall be brought in Orange County, Florida. The parties hereby waive any right to a trial by jury.
28. **Time of the Essence:** Time shall be of the essence in this Agreement.
29. **Set-Off:** Purchaser shall be entitled at all times to set off at law and/or in equity any amount owing from Supplier to Purchaser against any amount due or owing to Supplier with respect to this Agreement.
30. **Force Majeure:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, pandemics (excluding Covid-19), acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
31. **Entire Agreement; Invoice Terms of No Effect:** This Agreement constitutes the entire agreement of the parties concerning its subject matter and no other representation, warranties or agreements, either oral or written, shall be binding upon the parties with respect to the subject matter. This Agreement supersedes and invalidates all prior agreements, understandings, negotiations, representations and warranties, whether oral or written, with respect thereto. The terms of this Agreement shall supersede any terms attached to any Supplier's invoice, which terms shall not be applicable to this Agreement and shall not be considered to be Supplier's exceptions to the terms of this Agreement.
32. **Amendment:** This Agreement may not be varied, modified, amended, supplemented, or replaced except by written agreement executed by all parties to this Agreement.
33. **Counterparts:** The parties may execute this Agreement in separate counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail shall constitute effective delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

A-TO-BE USA LLC
Supply Agreement

IN WITNESS WHEREOF, Supplier and Purchaser have, through their duly authorized officials, executed this Supply Agreement as of the Effective Date.

SUPPLIER *(Signature)*

(Printed name and title)

(Date)

PURCHASER *(Signature)*

(Printed name and title)

(Date)

Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this 27th day
of October, 2020 for its exclusive use
and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel

A-TO-BE USA LLC
Supply Agreement

Appendix 1: DESCRIPTION OF PRODUCT

1. **Description of Product:** The Supplier agrees to construct and deliver one ATPM and as many as other ATPMs the Purchaser might request, under the conditions set out in this Agreement. The ATPM shall be produced in accordance with the specifications outlined in the Proposal, attached as Appendix 3, in accordance with the terms and conditions of this Agreement.
2. **Initial Services Term:** The Initial Services Term shall commence upon the Notice to Proceed from Purchaser, to be served not later than two weeks after the execution of this Agreement (the "Commencement Date") and expire upon thirty-six (36) months after contract award. Notwithstanding the foregoing, Supplier shall perform all its obligations regarding the Services that were commenced prior to the expiration of the Initial Services Term.
3. **Prices:** The purchase price for the ATPMs and Services is shown in the table below with all amounts shown in US Dollars (USD), subject to the escalation adjustment in accordance with section 17 of the Agreement:

Material/Service Description	Quantity	Unit Price	Total Price
ATPM Slim (ACM) – 1 st ACM (see note 1, below)	1	\$198,640.00	\$198,640.00
ATPM Slim (ACM) – following ACM machines	15	\$68,000.00	\$1,020,000.00
ATPM Slim (ACM) – orders 50 units or more units		\$61,000.00	
Extra vaults		\$1,130.00	

Note 1: The purchase of the first unit includes an allowable credit of \$30,000 USD. This credit is only applicable if the purchaser purchases a minimum of 15EA (fifteen each) additional ATPMs, and only applicable once. In order for the purchaser to receive the \$30,000 credit, the purchaser must also purchase the additional 15EA (fifteen each) ATPMs prior to June 30th, 2021. This \$30,000 credit is tied to the reverse engineering of the ATPMs to suite CFX's system as well as production line preparation.

4. **Warranty Details:** The Supplier warranty for each ATPM, against defective material and workmanship is twelve (12) months after delivery (which is DDP Purchaser's facility) of the relevant ATPM. Supplier represents and warrants that the ATPM will: (a) conform to the standards, specifications, drawing, samples or descriptions included in the Proposal and agreed to by Purchaser; (b) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (c) be of good title and be free and clear of all liens and encumbrances and; (d) not infringe any patent, copyright or other intellectual property rights of any third party.

Supplier will make software updates available to Purchaser during the warranty period at no cost to Purchaser. Software updates means additions, enhancements or changes to a correctly functioning software, an upgrade to one or more of the existing modules of the software which provides new features (but not significant new functions or architecture) and bug fixes, in any of such cases as made generally available to licensees.

Notwithstanding any contrary provision or implication of this Agreement, Supplier shall not be liable for any goods or services provided by any subcontractor, but Supplier shall pass through to Purchaser any warranties received by Supplier from any such subcontractor.

All warranty claims submitted by Purchaser to Supplier shall be processed with corrective action performed within thirty (30) days from the date the claims is submitted by Purchaser. In the event that the ATPM is returned to Supplier under warranty, Supplier will perform an inspection of the ATPM and submit a detailed

A-TO-BE USA LLC
Supply Agreement

report to Purchaser outlining the reason for failure. If the warranty claim is accepted, Supplier will replace the ATPM at no charge to Purchaser.

If a warranty claim is denied, Supplier will provide Purchaser with a quotation for the cost of repair, provided the repair can be performed within the standard repair specifications. Purchaser will be responsible for all freight charges associated with claims that are denied.

In lieu of all warranties, at Supplier's option, either (a) goods sold or serviced hereunder will be repaired or replaced, or (b) the purchase price or service fee paid by Purchaser to Supplier will be refunded; provided that (i) in the case of goods sold by Supplier, said goods are returned to Supplier and said goods are defective because of faulty material or workmanship provided by Supplier, and (ii) in the case of services provided by Supplier, said services are defective because of faulty workmanship provided by Supplier. Notwithstanding the foregoing, Supplier shall not be deemed to provide any warranty with respect to components and other items provided or sold to Supplier by Purchaser or with respect to components and other items purchased by Supplier from others (as to which Supplier shall accord to Purchaser the warranty, if any, Supplier receives from its supplier).

Purchaser's Exclusive Remedy. Supplier's liability to Purchaser or others is limited solely to the repair of non-conforming workmanship or the return of Purchaser's purchase price paid to Supplier, at Supplier's option, as provided more fully above. The remedy herein provided by Supplier shall be the exclusive and sole remedy of Purchaser. In no event will the aggregate liability that Supplier may incur in any action or proceeding exceed the total amount that Supplier actually received from Purchaser for the nonconforming workmanship that directly caused the damage. Purchaser's failure to give written notice to Supplier of any claim within thirty (30) days from the date of delivery, or the date fixed for delivery, shall constitute a waiver by Purchaser of all claims relating to the goods and services (including without limitation claims of shortage or error). Any action against Supplier arising out of, in connection with, or resulting directly or indirectly from this Agreement or the products sold pursuant hereto must be filed within one year after the date of delivery to Purchaser DDP Purchaser's facility, regardless of Purchaser's knowledge or lack of knowledge of the alleged breach; failure to bring such action within said period shall be deemed to constitute a waiver by Purchaser of any such claim.

Notwithstanding the foregoing, Supplier shall not be deemed to provide any warranty with respect to parts, components and other items provided or sold to Supplier by Purchaser or with respect to parts, components and other items purchased by Supplier from others or services provided by third parties (as to which Supplier shall accord to Purchaser the warranty, if any, Supplier receives from those suppliers and/or third parties).

WARRANTY DISCLAIMERS. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SUPPLIER EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, INDEMNITIES AND REPRESENTATIONS WITH RESPECT TO THE GOODS OR SERVICES PROVIDED BY SUPPLIER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR DEALINGS, PRIOR ORAL OR WRITTEN STATEMENTS BY SUPPLIER OR OTHERWISE (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS OR SUITABILITY FOR A SPECIFIED OR INTENDED PURPOSE).

EXCLUSION OF LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES. UNDER NO CIRCUMSTANCES WILL SUPPLIER BE LIABLE TO PURCHASER OR OTHERS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF GOODWILL, LOST PROFITS, STOPPAGE OF WORK, LOST BUSINESS, COST OF CORRECTIVE WORK DONE WITHOUT SUPPLIER'S PRIOR WRITTEN APPROVAL OR OTHER FINANCIAL LOSS), ARISING OUT OF ANY CLAIMED BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE RELATING TO SUPPLIER'S DELIVERY, OR NON-DELIVERY, OF GOODS OR SERVICES. THE LIABILITY OF SUPPLIER IN ANY AND ALL CATEGORIES, WHETHER ARISING FROM CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN THE AGGREGATE, IN NO EVENT EXCEED THE PRICE OF THE PRODUCTS AND SERVICES UNDER THIS AGREEMENT.

5. **Quality Assurance:** The supplier shall maintain a documented quality assurance and inspection system that meets the requirements herein.

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Supply Agreement

For inspection applications, unless otherwise specified on the Agreement, drawing, and/or technical specification, the Supplier shall have objective evidence that the inspection activities have been and/or are being performed on a continuing basis.

The inspection activities performed shall be documented in written procedures and shall be in compliance with the documented quality system. Inspection activities shall be sufficient to check setups and monitor/reduce variability in the manufacturing process. Purchaser reserves the right to review and disapprove any procedure found to be accepting nonconforming product or not reducing/controlling variability. The Supplier shall maintain a calibration system appropriate for the level of manufacturing performed.

All material that is found to be non-conforming to applicable specifications shall be identified as such and withheld from production until disposition has been determined. A means of recording such action will be provided and maintained by the supplier to reflect the condition of the materials and action taken to correct the condition. Provisions will also be made for recording the disposition action has been taken.

Non-conformances previously identified by Purchaser on Supplier hardware/products shall be evaluated and corrected on subsequent shipments and a corrective action document record created. Upon request from Purchaser, Supplier shall submit a corrective action report on the non-conforming material.

- 6. **Delivery Terms:** Notwithstanding any contrary provision herein (including without limitation Section 16 of the Agreement above), all deliveries by Supplier to Purchaser shall be DDP Purchaser's facility. Upon receipt of a bad order core from Purchaser, the Supplier shall supply a fully re-conditioned ATPM.
- 7. **Address for Notice:**

Supplier Information	Purchaser Information
Name: _____	Name: _____
Jurisdiction of incorporation: _____	Jurisdiction of incorporation: _____
Address: _____	Address: _____
Attention: _____	Attention: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____

SUPPLIER *(Signature)*

(Printed name and title)

(Date)

PURCHASER *(Signature)*

(Printed name and title)

(Date)

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Appendix 2: ADDITIONAL SERVICES & PRODUCTS

1. **Description:** The following additional services and products may be acquired by the Purchaser:

1st year maintenance: In addition to the warranty services, Purchaser can acquire extended support for the Initial Services Term of the Agreement, under which the Supplier will provide 2nd and 3rd line ATPM support and maintenance with a team reachable 24x7x365 through phone or web channel by the 1st line of support/maintenance, of Purchaser's responsibility. The 2nd line will analyze the more complex issues and identify the correct procedures, support components installation and replacement, and perform lower level resets (not available for 1st line). The 3rd line will perform software issues diagnosis and fixing.

Maintenance: after the Initial Services Term, in case this Agreement is renewed, the Purchaser can continue to benefit from the maintenance and support services, including the services contained in the previous paragraph and also the software bug fixing.

Preventive maintenance: The Purchaser can request the Supplier to perform preventive maintenance visits on site, during which its staff would work along the Purchaser or its designee to verify the conditions of ATPM components and/or to clarify any arising doubts locally.

ATPMs: Purchaser may also order from Supplier additional ATPMs, with the same specifications contained in the Proposal.

2. **Prices:** The purchase price for additional services and products is shown in the table below with all amounts shown in US Dollars (USD), subject to the escalation adjustment in accordance with CPI (section 17 of the Agreement):

Material/Service Description	Quantity	Unit Price	Total Price
1 st year maintenance and support (additional services to warranty, per machine)		\$4,250.00	
Maintenance and support (following years, per year and per machine)		\$6,500.00	
Preventive maintenance (per visit, 1 to 15 machines)		\$5,000.00	

3. **Purchase Order:** Unless otherwise provided in this Agreement, Supplier shall supply the additional services and products as required by Purchaser upon receipt of a completed purchase order. Each purchase order shall specify the products required by Purchaser, the required delivery date (in addition to, if additional services are involved, the commencement and completion dates), and the representative of each of Purchaser and Supplier who shall be the responsible contact person for all purposes relating to the purchase order. No changes or modifications to any purchase order shall be valid unless in writing and signed by both parties. In the event of a conflict between any provision of a purchase order issued pursuant to this Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail unless otherwise agreed by Supplier and Purchaser.
4. **Warranty, Quality and Delivery:** For any additional products supplied after the Initial Services Term, the provisions of paragraphs 4, 5 and 6 of Appendix 1 (Warranty Details, Quality Assurance and Delivery Terms) will apply.
5. **Recommended Spare Parts:** Considering 15 ACM installed, A-to-Be recommends the following spare parts as minimum

Spare Part Description	Quantity
Coin acceptor system	3
POS	2

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Vaults	4
Local ACM controller	2
Local COM switch	2
Coin basket	2
Bluetooth device	2
Power supply	2
Receipt Printer	2
LCD display	2
RFID card reader	2
Operations LCD display (with touchscreen)	1
Coin vault selector	2
Vault ID reader	2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DATE: July 9, 2020

Vendor Name: A-to-Be USA LLC
1901 Butterfield Road, Suite 160
Downers Grove, IL 60515

The Central Florida Expressway Authority (CFX) currently has Automated Coin Machines (ACMs) deployed at 125 locations throughout CFX's system which include both the mainline and ramp toll plazas. The ACMs are a key component of the tolling payment system and provide an additional payment option for our customers by use of exact coin(s). The ACMs in place are at the end of their life and are currently no longer being supported by their vendor – Conduent Transportation – which also restricts CFX through acquisition of spare parts. As the tolling industry continues to migrate from cash/coin collection to All Electronic Tolling (AET), we are having difficulty in identifying vendors who are currently offering ACM solutions.

Recently, we placed a Request for Information (RFI) and which resulted in a single respondent reply: A-to-Be. Additionally, we have also reached out to A-to-Be, ATKINS Global (our tolling GSC) and TransCore (current tolling system contractor/vendor) to see if there are other potential options on the market within the United States. Based on feedback, no suitable alternatives have been identified to date as a part of these efforts.

With the ever-increasing need to replace the current ACMs and salvage the existing units for spare parts, as well as continue to offer our local and tourism-based customers, we are recommending moving forward with accepting A-to-Be as a Sole Source provider of our future ACMs.

David Boston
Digitally signed by David Boston
DN: C=US, E=David.Boston@CFXway.com,
O=Central Florida Expressway Authority,
OU=Toll Operations, CN=David Boston
Date: 2020.07.09 20:48:30-04'00'

David Boston
Manager of Toll Technical Systems

Signature of Director of Procurement: **Aneth Williams** Digitally signed by Aneth Williams
Date: 2020.07.12 09:27:53 -04'00'

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

**CONSENT AGENDA ITEM
#21**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 21, 2020


SUBJECT: Approval of Base Consultants, Inc. as a Subconsultant for Vanasse Hangen
Brustlin, Inc. (VHB) for Systemwide Three-Line Dynamic Message Signs
Replacement Project
Contract No. 001419

Board approval of Base Consultants, Inc. as a subconsultant to VHB to provide structural design services 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:



Bryan Homayouni, P.E.
Manager of Traffic Operations


Glenn Pressimone, P.E.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Vanasse Hangen Brustlin, Inc. (VHB) _____ Date: 10/15/20 _____

CFX Contract Name: Systemwide 3 Line DMS Replacement Project CFX Contract No.: 001419 _____

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: Base Consultants _____

Address: 1214 East Concord St, Orlando FL 32803 _____

Phone No.: 407-377-7227 _____

Federal Employee ID No.: 20-5884517 _____

Description of Services to Be Sublet: Base Consultants will provide structural design services

Estimated Beginning Date of Sublet Services: 11/1/2020 _____

Estimated Completion Date of Sublet Services: 01/31/2021 _____

Estimated Value of Sublet Services*: Over \$25,000 _____

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

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

Requested By: _____
(Signature of Consultant Representative)

Paul W Yeargain, P.E., Managing Director

Title

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

Date: 10/21/2020

Approved by: _____
(Signature of Appropriate Chief)

Date: 10/21/2020

Attach Subconsultant's Certificate of Insurance to this Request.

E.

Chain Reports

E.1.

Chairman's Report

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

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: October 23, 2020 *Michael Carlisle*

RE: September 2020 Financial Reports

Attached please find the September 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 SEPTEMBER 30, 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	\$ 36,713,922	\$ 24,400,000	\$ 106,841,887	\$ 68,300,000	\$ 38,541,887	56.4%	-10.0%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	611,002	675,200	1,721,546	1,835,033	(113,488)	-6.2%	-30.3%
TRANSPONDER SALES	70,632	73,200	208,531	218,050	(9,519)	-4.4%	-8.2%
OTHER OPERATING	96,996	127,014	207,964	240,741	(32,776)	-13.6%	-45.9%
INTEREST	1,907,767	506,132	4,238,099	1,512,264	2,725,835	180.2%	55.1%
MISCELLANEOUS	62,455	61,929	186,712	185,788	924	0.5%	-1.3%
TOTAL REVENUES	\$ 39,462,774	\$ 25,843,475	\$ 113,404,738	\$ 72,291,876	\$ 41,112,862	56.9%	-9.0%
O M & A EXPENSES							
OPERATIONS	\$ 5,305,144	\$ 5,488,598	\$ 11,334,322	\$ 12,114,257	\$ 779,935	6.4%	2.1%
MAINTENANCE	1,177,278	1,151,848	1,674,892	1,747,625	72,733	4.2%	-9.9%
ADMINISTRATION	753,092	760,636	1,765,316	1,822,265	56,949	3.1%	5.8%
OTHER OPERATING	(56,305)	-	(45,612)	57,121	102,733	179.9%	-
TOTAL O M & A EXPENSES	\$ 7,179,209	\$ 7,401,082	\$ 14,728,918	\$ 15,741,268	\$ 1,012,350	6.4%	0.7%
NET REVENUES BEFORE DEBT SERVICE	\$ 32,283,564	\$ 18,442,393	\$ 98,675,821	\$ 56,550,608	\$ 42,125,213	74.5%	-10.3%
COMBINED NET DEBT SERVICE	\$ 18,223,189	\$ 18,233,632	\$ 54,899,231	\$ 54,931,265	\$ 32,034	0.1%	21.1%
NET REVENUES AFTER DEBT SERVICE	\$ 14,060,376	\$ 208,761	\$ 43,776,589	\$ 1,619,343	\$ 42,157,246	2603.4%	-32.3%

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2021
FOR THE MONTH ENDING SEPTEMBER 30, 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	\$ 11,334,322	\$ 12,114,257	\$ 779,935	6.4%
Maintenance	1,674,892	1,747,625	72,733	4.2%
Administration	1,765,316	1,822,265	56,949	3.1%
Other Operating	<u>(45,612)</u>	<u>57,121</u>	<u>102,733</u>	<u>179.9%</u>
Total O M & A	\$ 14,728,918	\$ 15,741,268	\$ 1,012,350	6.4%
 Capital Expenditures				
Operations	\$ -	\$ 50,000	\$ 50,000	100.0%
Maintenance	-	-	-	0.0%
Administration	<u>-</u>	<u>7,500</u>	<u>7,500</u>	<u>100.0%</u>
Total Capital Expenditures	\$ -	\$ 57,500	\$ 57,500	100.0%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Three Months Ending September 30, 2020**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	137,367	141,745	4,378	3.09%
Image Review	1,280,387	1,431,285	150,898	10.54%
Special Projects	11,875	30,756	18,882	61.39%
Information Technology	1,113,012	1,128,079	15,067	1.34%
E-PASS Service Center	3,727,449	4,185,217	457,769	10.94%
E-PASS Business Services	38,427	39,235	808	2.06%
Public Outreach/Education	238,313	242,272	3,959	1.63%
Subtotal CFX	<u>\$6,546,829</u>	<u>\$7,198,590</u>	<u>\$651,761</u>	<u>9.05%</u>
Plazas	4,787,493	4,965,668	178,174	3.59%
Subtotal Toll Facilities	<u>\$4,787,493</u>	<u>\$4,965,668</u>	<u>\$178,174</u>	<u>3.59%</u>
Total Operations Expenses	<u><u>\$11,334,322</u></u>	<u><u>\$12,164,257</u></u>	<u><u>\$829,935</u></u>	<u><u>6.82%</u></u>



**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Three Months Ending September 30, 2020**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	513,495	555,782	42,287	7.61%
Traffic Operations	513,196	530,062	16,866	3.18%
Routine Maintenance	648,201	661,781	13,580	2.05%
Total Maintenance Expenses	<u><u>\$1,674,892</u></u>	<u><u>\$1,747,625</u></u>	<u><u>\$72,733</u></u>	<u><u>4.16%</u></u>



**Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Three Months Ending September 30, 2020**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	196,862	197,858	996	0.50%
Administrative Services	527,755	529,993	2,238	0.42%
Communications	106,320	124,078	17,758	14.31%
Human Resources	75,662	76,489	827	1.08%
Supplier Diversity	41,802	46,944	5,142	10.95%
Accounting	343,227	366,049	22,822	6.23%
Construction Administration	13,702	16,024	2,321	14.49%
Risk Management	32,461	36,117	3,656	10.12%
Procurement	139,030	141,736	2,705	1.91%
Legal	142,621	150,474	7,854	5.22%
Internal Audit	46,455	47,000	545	1.16%
525 Magnolia	6,913	7,698	785	10.19%
Engineering	16,212	12,032	(4,179)	-34.73%
Records Management	76,294	77,273	979	1.27%
Grand Total Expenses	<u><u>\$1,765,316</u></u>	<u><u>\$1,829,765</u></u>	<u><u>\$64,449</u></u>	<u><u>3.52%</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 SEPTEMBER 30, 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	\$ 106,841,887	\$ 68,300,000	\$ 38,541,887	\$ 118,672,864	\$ 119,349,336	\$ (676,472)	\$ 39,218,359
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,721,546	1,835,033	(113,488)	2,468,273	1,956,920	511,353	(624,841)
TRANSPONDER SALES	208,531	218,050	(9,519)	227,097	191,329	35,768	(45,287)
OTHER OPERATING	207,964	240,741	(32,776)	384,659	170,455	214,204	(246,980)
INTEREST	4,238,099	1,512,264	2,725,835	2,731,983	1,925,685	806,298	1,919,537
MISCELLANEOUS	186,712	185,788	924	189,102	182,535	6,567	(5,643)
TOTAL REVENUES	\$ 113,404,738	\$ 72,291,876	\$ 41,112,862	\$ 124,673,978	\$ 123,776,260	\$ 897,718	\$ 40,215,144
O M & A EXPENSES							
OPERATIONS	\$ 11,334,322	\$ 12,114,257	\$ 779,935	\$ 11,097,971	\$ 11,965,985	\$ 868,014	\$ (88,079)
MAINTENANCE	1,674,892	1,747,625	72,733	1,858,162	2,115,916	257,754	(185,021)
ADMINISTRATION	1,765,316	1,822,265	56,949	1,668,278	1,862,075	193,797	(136,848)
OTHER OPERATING	(45,612)	57,121	102,733	7,048	57,121	50,073	52,660
TOTAL O M & A EXPENSES	\$ 14,728,918	\$ 15,741,268	\$ 1,012,350	\$ 14,631,459	\$ 16,001,097	\$ 1,369,638	\$ (357,288)
NET REVENUES BEFORE DEBT SERVICE	\$ 98,675,821	\$ 56,550,608	\$ 42,125,213	\$ 110,042,519	\$ 107,775,163	\$ 2,267,356	\$ 39,857,857
COMBINED NET DEBT SERVICE	\$ 54,899,231	\$ 54,931,265	\$ 32,034	\$ 45,350,863	\$ 45,745,090	\$ (394,227)	\$ 426,261
NET REVENUES AFTER DEBT SERVICE	<u>\$ 43,776,589</u>	<u>\$ 1,619,343</u>	<u>\$ 42,157,246</u>	<u>\$ 64,691,656</u>	<u>\$ 62,030,073</u>	<u>\$ 2,661,583</u>	<u>\$ 39,495,663</u>

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 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	\$ 36,713,922	\$ 34,075,973	\$ 2,637,949	\$ 106,841,887	\$ 118,672,864	\$ (11,830,977)
FEEES COLLECTED VIA UTN/UTC'S AND PBP'S	611,002	1,039,571	(428,569)	1,721,546	2,468,273	(746,727)
TRANSPONDER SALES	70,632	62,367	8,265	208,531	227,097	(18,566)
OTHER OPERATING	96,996	166,758	(69,762)	207,964	384,659	(176,695)
INTEREST	1,907,767	758,357	1,149,410	4,238,099	2,731,983	1,506,116
MISCELLANEOUS	62,455	61,383	1,072	186,712	189,102	(2,390)
TOTAL REVENUES	\$ 39,462,774	\$ 36,164,409	\$ 3,298,365	\$ 113,404,738	\$ 124,673,978	\$ (11,269,240)
O M & A EXPENSES						
OPERATIONS	\$ 5,305,144	\$ 4,697,971	\$ 607,173	\$ 11,334,322	\$ 11,097,971	\$ 236,351
MAINTENANCE	1,177,278	1,257,438	(80,160)	1,674,892	1,858,162	(183,270)
ADMINISTRATION	753,092	517,169	235,923	1,765,316	1,668,278	97,038
OTHER OPERATING	(56,305)	7,048	(63,353)	(45,612)	7,048	(52,660)
TOTAL O M & A EXPENSES	\$ 7,179,209	\$ 6,479,626	\$ 699,583	\$ 14,728,918	\$ 14,631,459	\$ 97,458
NET REVENUES BEFORE DEBT SERVICE	\$ 32,283,564	\$ 29,684,783	\$ 2,598,781	\$ 98,675,821	\$ 110,042,519	\$ (11,366,698)
COMBINED NET DEBT SERVICE	\$ 18,223,189	\$ 15,049,242	\$ 3,173,947	\$ 54,899,231	\$ 45,350,863	\$ 9,548,368
NET REVENUES AFTER DEBT SERVICE	<u>\$ 14,060,376</u>	<u>\$ 14,635,541</u>	<u>\$ (575,165)</u>	<u>\$ 43,776,589</u>	<u>\$ 64,691,656</u>	<u>\$ (20,915,067)</u>

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E.3.

Executive Director's Report

Executive Director Report November 2020

DASHBOARD

Wrong Way Driving Program

In September there were 14 detections system-wide with 13 of the 14 detections resulting in documented turn arounds. Details of the remaining event is listed below:

SR 408 WB Exit 19 at Dean Rd; Friday 9/4/2020 10:19 AM

A gold sedan was observed traveling up the ramp in the wrong direction. The Regional Traffic Management Center notified the Florida Highway Patrol. The vehicle continued up the ramp in the wrong direction to enter 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, September and October estimated revenues indicate a slow recovery at -38%, -26%, -20%, -11%, -3% and -12% 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 Call Center

Call wait times averaged 2 minutes, 32 seconds in September, 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. Image Review Clerks now have the capability to work from home. This frees up space in the call center allowing for more customer call center representatives to be available which should lead to a decrease in call wait times. The Customer Service Center hours are 7:00 a.m. to 11:30 p.m., Monday through Friday and 8:00 a.m. to 5:30 p.m. on Saturday.

Walk-In Customer Service Center

Walk-in service resumed November 9 at the E-PASS Customer Service Center at 762 South Goldenrod Road Orlando, FL 32822 after closing due to COVID-19 in March 2020. Walk-in service hours are Monday through Friday, 8:00 a.m. – 6:00 p.m. and Saturday 9:00 a.m. – 1:00 p.m.

CFX is following safety protocols at the E-PASS Service Center outlined by the State of Florida, the Centers for Disease Control (CDC), and local health officials. CFX

also requests that customers entering the building wear masks and adhere to safe distancing guidelines to protect the health and safety of all.

SUPPLIER DIVERSITY

Ms. Iranetta Dennis has served the Central Florida community for over 8 years as the CFX Director of Supplier Diversity. Ms. Dennis is launching a new CFX Small Sustainable Business Enterprise (SSBE) online registration system. The new system features an upgraded user interface that will make registering, renewing and updating SSBE business information faster and easier.

INNOVATION PARTNERS

Florida Autonomous Vehicle Summit

The 2020 FAV Summit has changed direction, however the exceptional quality that participants and speakers have grown to expect will be the same. 2020 is a different year. While the in-person conference is not an option this year, we have developed a spectacular 5-part FAV Speaker Series that will take place between December 2020 & April 2021. The first of the series will be held December 3, 2020, from 11:00 am – 12:30 pm EST. Adam Jonas, Managing Director, Research, Morgan Stanley will share “Cars & Climate: How Big Tech, Fleets, and Cities Drive the EV Revolution”. To participate at no cost register at <https://favsummit.com/speaker-series-register/>.

2021 will be back in person here in Orlando with CFX as the lead host. Stay tuned for more details.

TEAMFL

The Transportation and Expressway Authority Membership of Florida (TEAMFL) met in person in Jacksonville, Florida on November 5 and 6. The meeting focused on Jacksonville Transportation Authority’s innovative transportation programs, which includes expanding their bus rapid transit system, transit-oriented development, roadway improvement projects, and the Ultimate Urban Circulator autonomous vehicle network.

The meeting also covered the Florida Department of Transportation’s bridge inspection program, First Coast Expressway/I-10/I-95 project, M-CORES Suncoast Connector/Managed Lanes, and a panel discussion regarding 2021 work plan updates from agencies around the state, including CFX.

Lake County Commissioner and CFX Board member Sean Parks was named Chairman of the TEAMFL Board on November 5. Congratulations Commissioner Parks!

PERFORMANCE DASHBOARD

SEPTEMBER 2020

Fiscal year runs from July 1-June 30

CUSTOMER SERVICE

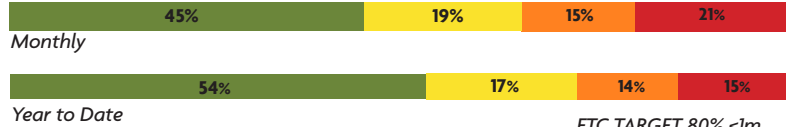
	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Service Center	0	0	0:00	<5m

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	115,524	97,543	2:32	<1m

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



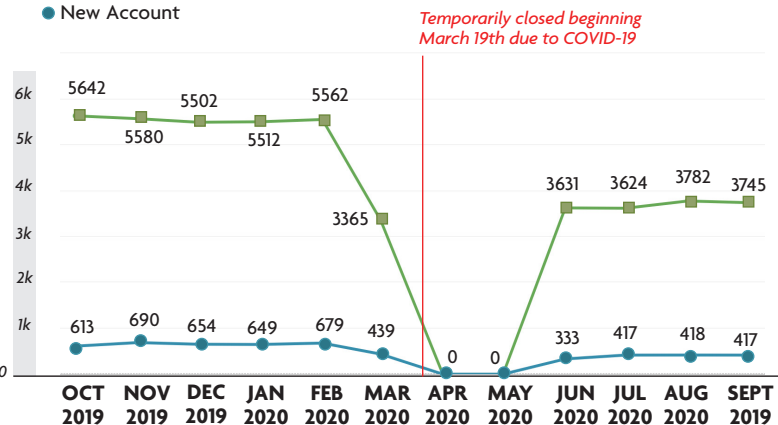
WRONG WAY DRIVING (WWD)

Month	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
Total Vehicles Detected	9	15	8	2	10	19	12	14
Documented Turn Arouds	9	15	7	2	9	18	11	13

RELOAD CUSTOMER SERVICE LANE ACTIVITY

Monthly averages: 417 E-PASS sales and 3,745 E-PASS account reloads

■ Reload
● New Account



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent (millions)	% Time	% Spent	VAR	Contract Completion Date
SR 429 Stoneybrook West Interchange	\$10.6	\$9.8	91%	92%	■	Nov. 2020
SR 528 / SR 436 Interchange Improvements	\$106.5	\$18.1	4%	17%	■	Jan. 2023
SR 417 Widening from Econlockhatchee to Seminole Co.	\$45.5	\$45.4	100%	100%	■	Aug. 2020

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

	Contract (millions)	Spent (millions)	Lanes Complete 265/415	Lanes Goal	VAR	Lanes Completion Date
Toll System Replacement	\$54.4	\$34.4	64%	68%	■	March 2021

LEGEND: % Lanes Complete - % Lanes Goal >= 0 ■ -0.1 to -10 ■ < -10.1 ■

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$113.4	\$72.3	57% ■
OM&A Expenses	\$14.7	\$15.7	6% ■
Net Revenue	\$43.8	\$1.6	2603% ■

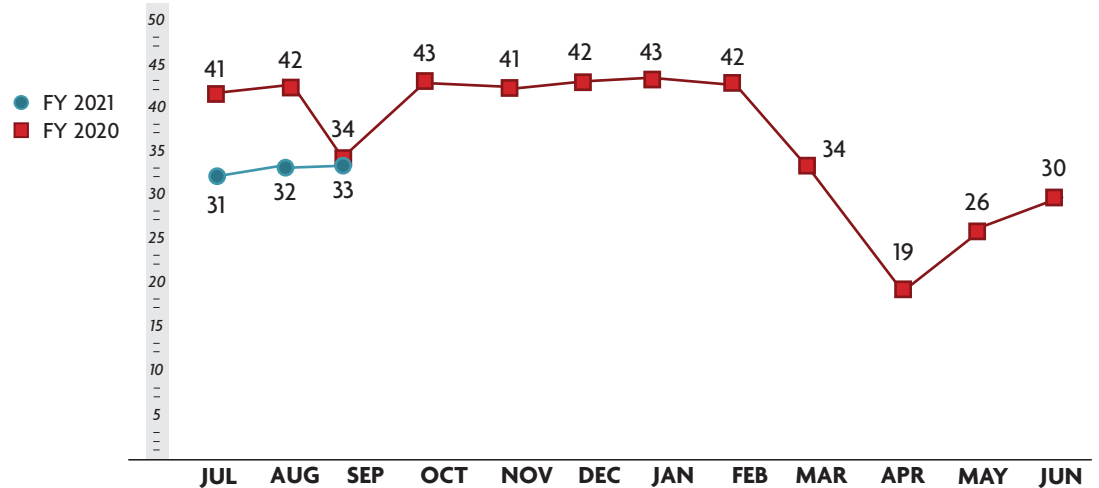
LEGEND: >= 0 ■ -0.1 to -10 ■ < -10.1 ■

DEBT SERVICE

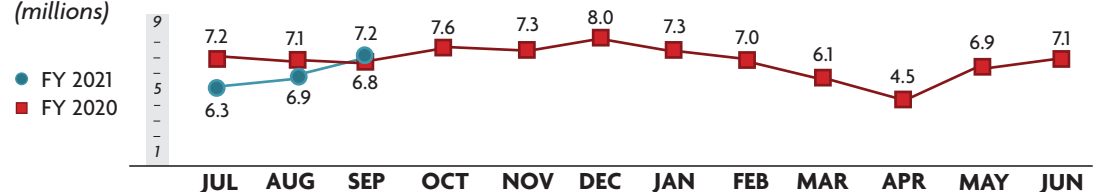
FY to Date	Actual	Budget
Senior Lien	1.88	1.68
Subordinate Lien	1.81	1.62

LEGEND: >1.45 ■ >1.21 to 1.44 ■ <= 1.2 ■

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM (millions)



UNPAID IN LANE TRANSACTIONS (millions)

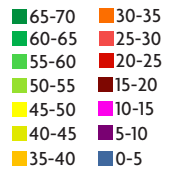


TRAFFIC CONGESTION HEAT MAPS

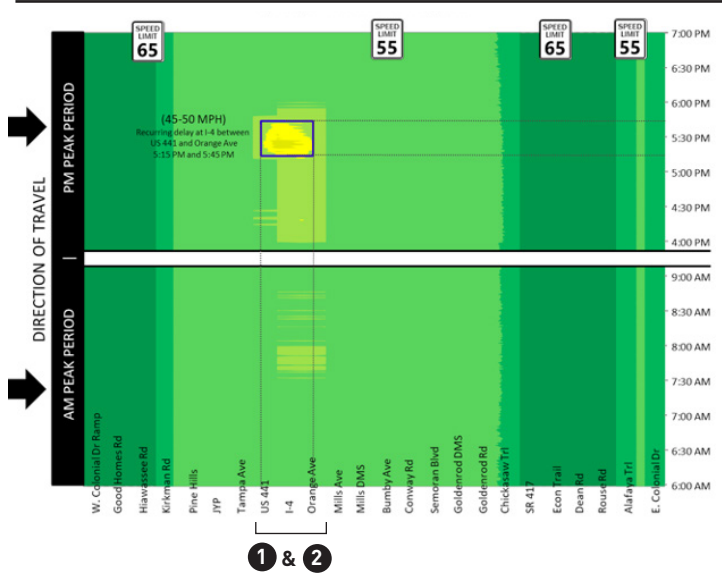
A Quarterly Update

July - September 2020

Map Scale in Miles Per Hour



SR 408 Eastbound

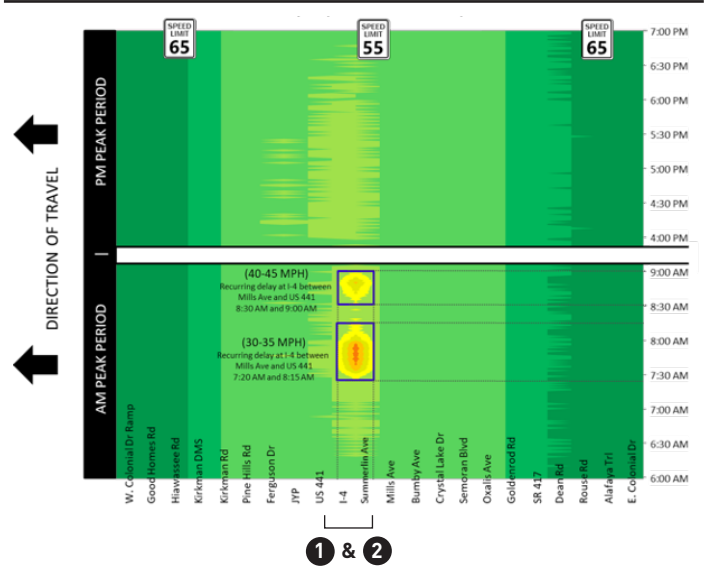


1 & 2

Projects:

- (AM) Construction underway – widen the SR 408 mainline through the I-4 interchange part of I-4 Ultimate. Completion late 2021.
- (PM) Construction underway – widen the SR 408 mainline through the I-4 interchange part of I-4 Ultimate. Completion late 2021.

SR 408 Westbound

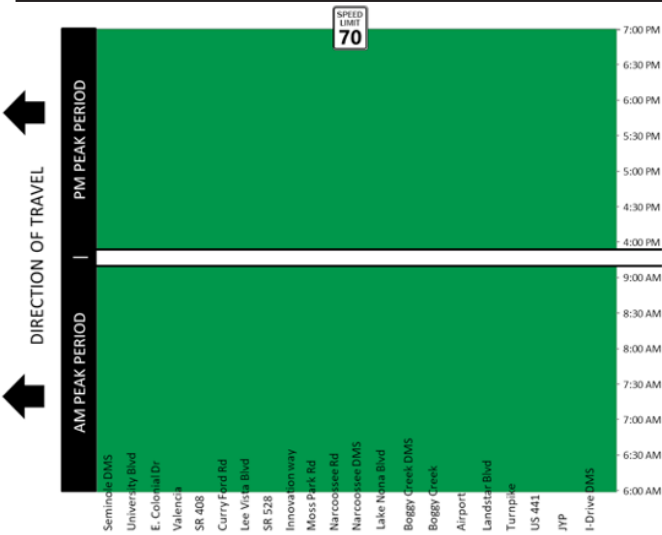


1 & 2

Projects:

- (AM) Construction underway – widen the SR 408 mainline through the I-4 interchange part of I-4 Ultimate. Completion late 2021.
- (PM) Construction underway – widen the SR 408 mainline through the I-4 interchange part of I-4 Ultimate. Completion late 2021.

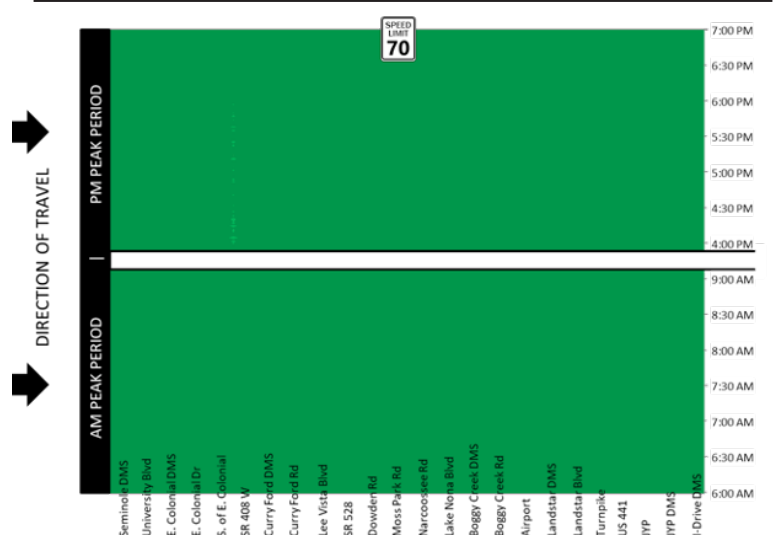
SR 417 Northbound



Projects:

No peak hour congestion reported.

SR 417 Southbound



Projects:

No peak hour congestion reported.

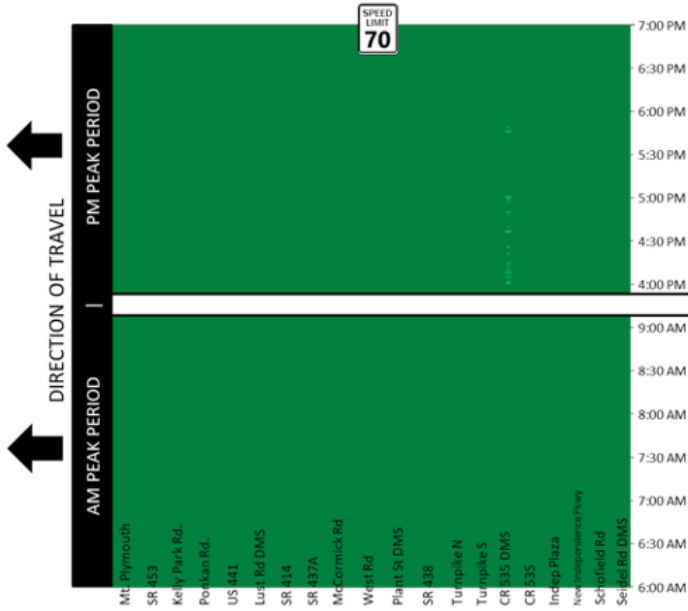
TRAFFIC CONGESTION HEAT MAPS

A Quarterly Update
July - September 2020

Map Scale in Miles Per Hour

65-70	30-35
60-65	25-30
55-60	20-25
50-55	15-20
45-50	10-15
40-45	5-10
35-40	0-5

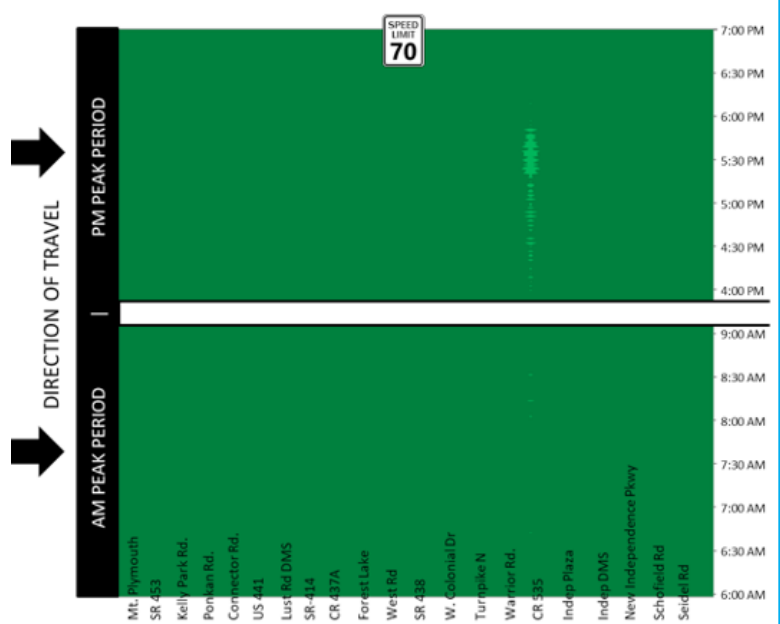
TOLL SR 429 Northbound



Projects:

No peak hour congestion reported.

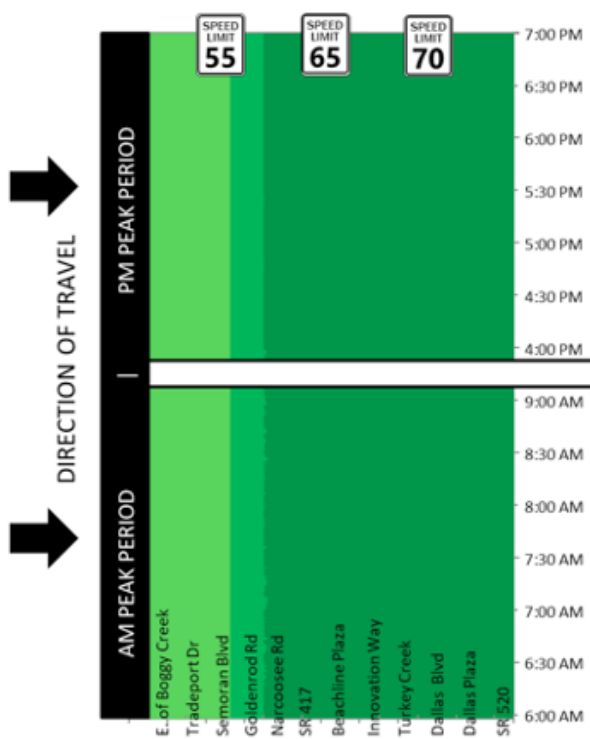
TOLL SR 429 Southbound



Projects:

No peak hour congestion reported.

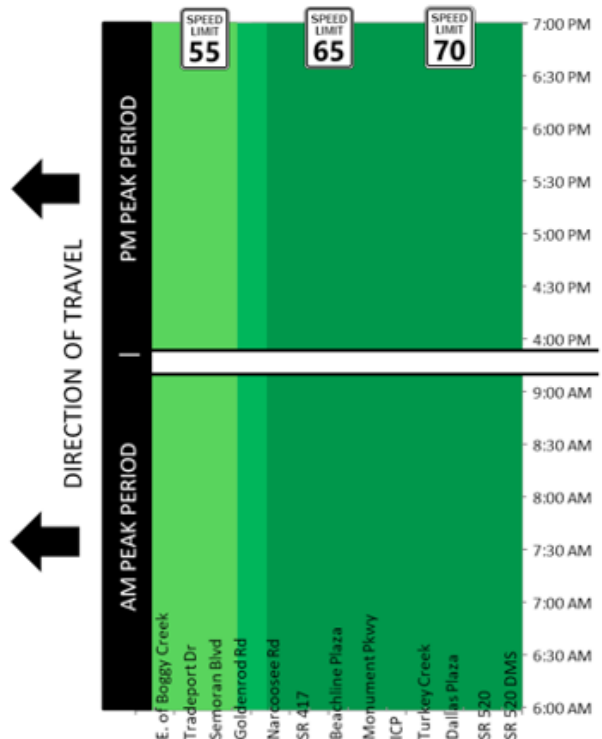
TOLL SR 528 Eastbound



Projects:

No peak hour congestion reported.

TOLL SR 528 Westbound



Projects:

No peak hour congestion reported.

F.

Regular Agenda Items

F. 1.

brightline[®]

Michael Cegelis
EVP, Rail Infrastructure

CFX Board Meeting
November 12, 2020



CONNECTING TWO OF THE LARGEST AND MOST CONGESTED MARKETS IN THE NATION



- Three completed & operational stations: **Miami Central, Fort Lauderdale and West Palm Beach**
- Three additional In-Line stations underway: **Aventura (2022), Boca Raton (2022) and PortMiami (2022+)**
- Orlando station under construction: **Orlando International Airport**
- Planned extension to **Tampa (2029)**

\$2.7B
investment

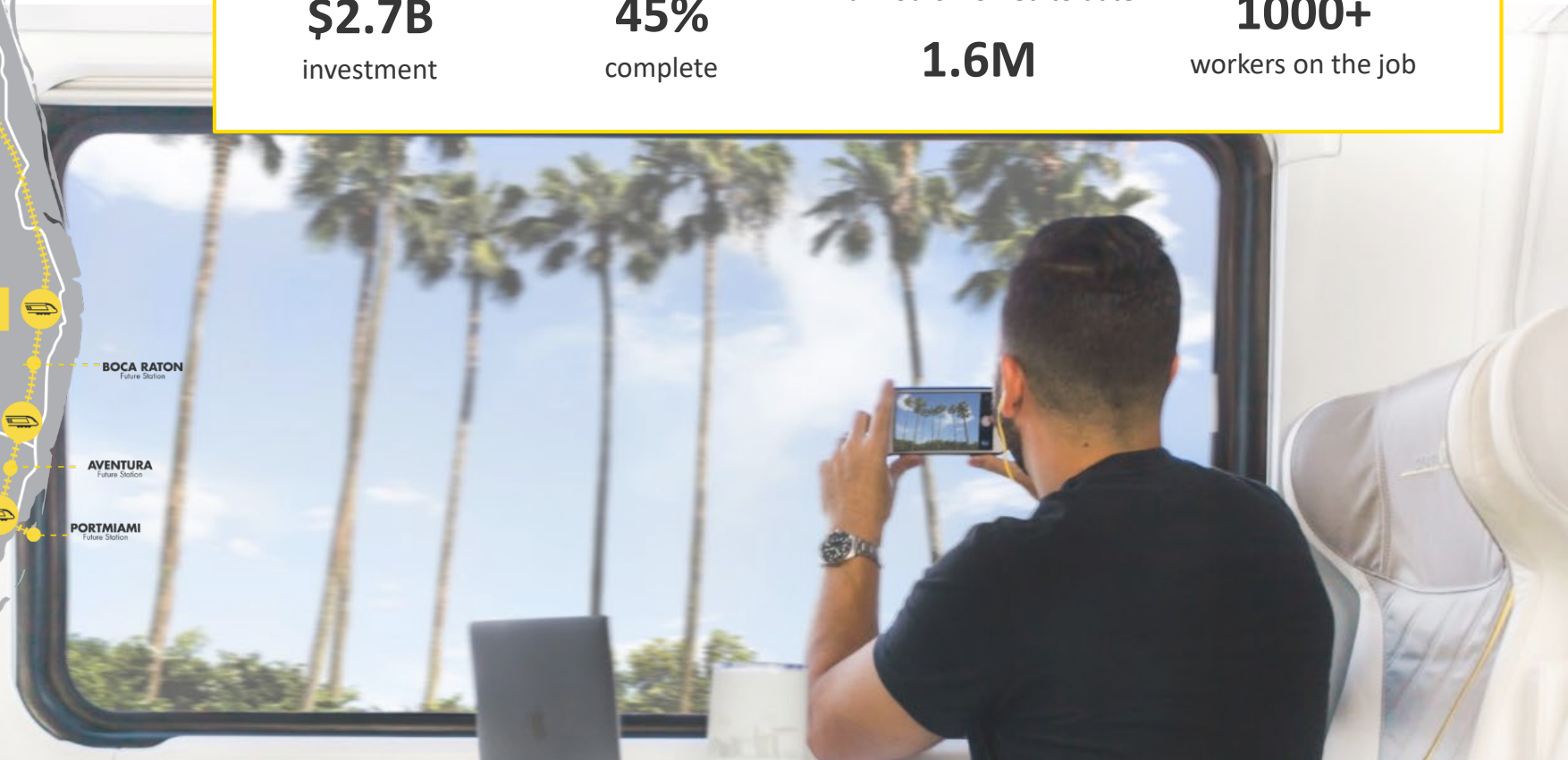
45%
complete

Manhours worked to date

1.6M

1000+

workers on the job



INVESTMENT GENERATES **PROFOUND POSITIVE IMPACT** ACROSS THE STATE



Direct impact to Florida's economy over 8-year construction & implementation



Added to Florida's GDP through 2021



In labor income through 2021



In federal, state, and local government tax revenue through 2021



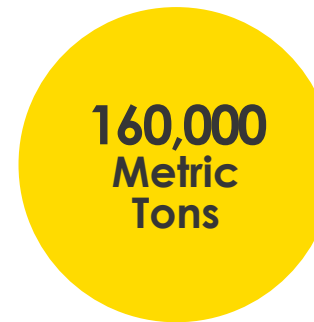
Jobs created per year through rail-line construction



Jobs created post rail-line construction



Cars removed from roadways annually



Of CO2 removed annually

SOURCE: The Washington Economics Group was retained to provide a comprehensive, economic impact analysis study, utilizing widely accepted methodologies and specific and accurate input of data, which encompasses the construction of the rail infrastructure and Transit-Oriented Development.

ZONE 1 VEHICLE MAINTENANCE FACILITY



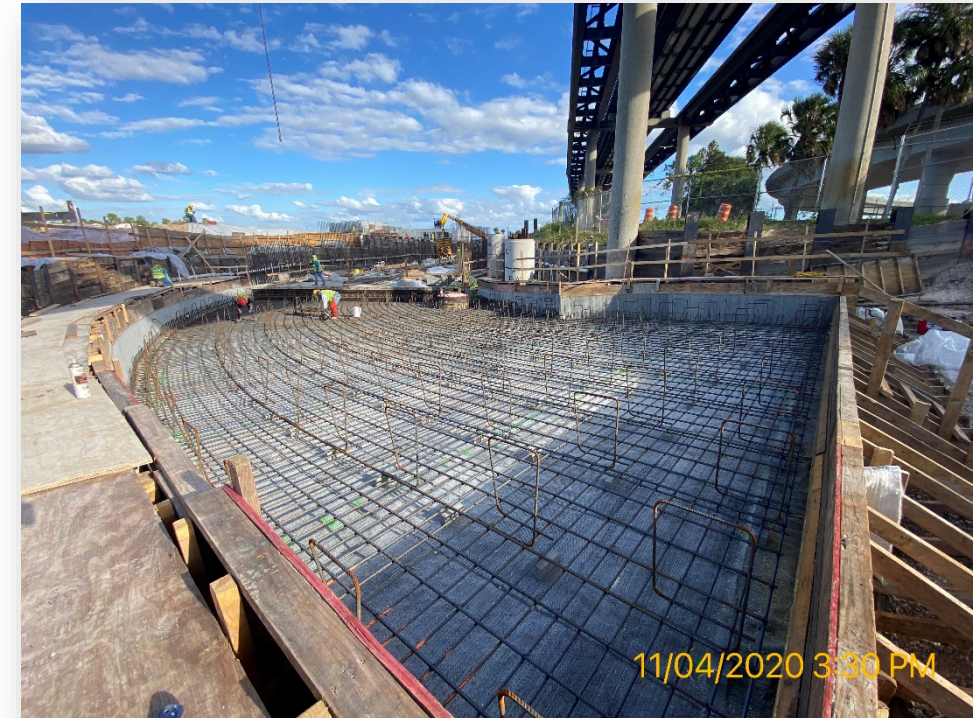
- Sitework of 62 acres completed – Spring 2020
- Building construction began – June 2020



ZONE 2 ORLANDO INTERNATIONAL AIRPORT CORRIDOR



- Clearing complete
- Embankment 80% complete
- EB Cargo Road underpass and soil retention nearly complete
- DF Trackwork complete, ballasted TW to continue in early 2021
- Trenches at Mid Crossfield, TR 4, and TR 2 over 50% complete
- Cargo Rd interchange reconstruction begins in early 2021



ZONE 3 ORLANDO INTERNATIONAL AIRPORT TO COCOA



- 99% of corridor alignment cleared/grubbed
- 58% of rail embankment complete
- 20 of the 21 bridges are underway
- 3.5M CY of rail earthwork excavated
- SR 528 shoofly first traffic shift - June 2020
- Goldenrod Rd. box jack completed – September 2020
- SR 528 / US-1 box jack prep underway – February 2021



BOX-JACK PROJECT UNDER GOLDENROD RD.

- 3rd project in US using Petrucco box-jacking technology
- Install rail underpass in 10 days instead of a year – using hydraulic jacks
- September 8 – September 17
- Two pre-cast concrete boxes
 - Box 1: 3,730 US tons (42'x29'x146')
 - Box 2: 3,144 US tons (42'x29'x126')
- One of two on the project
 - SR 528/US 1 (Spring 2021)



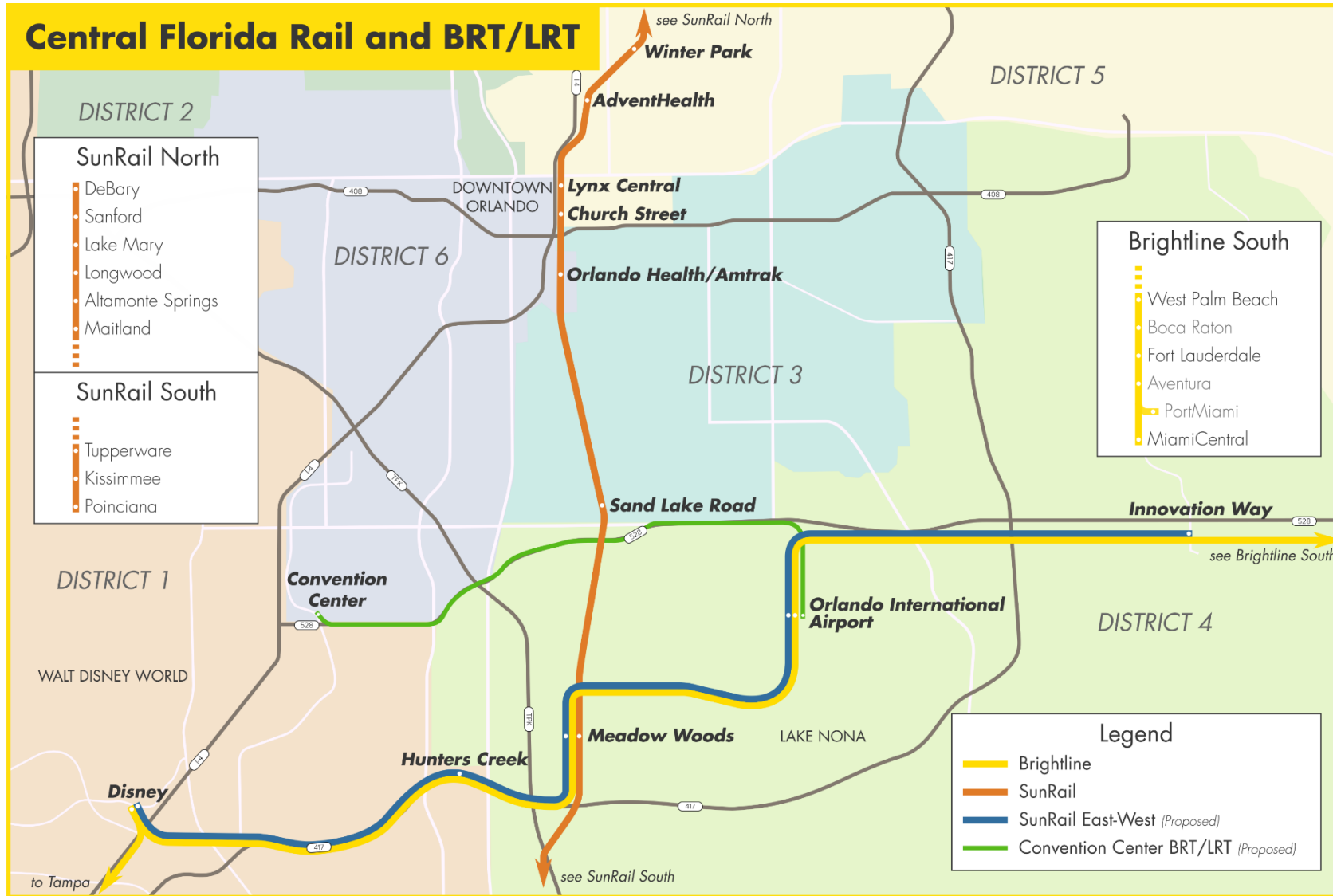
ZONE 4 COCOA TO WEST PALM BEACH



- Clearing & grubbing underway over 129 miles
- 3 of 6 fiber relocation cutovers complete
- Direct purchase rail materials delivered
- Bridges underway in multiple locations
- Rail grading, track installation and ballasting underway
- Grade crossing mast & warning gantry relocations



BRINGING SUNRAIL TO OIA



- Stations
- Interoperability with Brightline tracks
- Service and frequency
- Mobility options for Central Floridians, visitors

Orlando to Tampa Expansion



WHAT DO CENTRAL FLORIDIANS THINK?

- **87%** support the expansion of SunRail to OIA
- **87%** believe we need a way to easily and reliably connect Central Florida for business and tourism
- **86%** believe that train connections between Miami, OIA, Disney and Tampa will make travel easier
- **88%** support a high-speed train route from South Florida through Orlando and over to Tampa
- **92%** agree that as our population grows, we need more ways for workers to commute without increasing traffic
- **72%** support a penny sales-tax for transportation
- **85%** believe in the need to support tourism and transportation infrastructure so Florida is ready when it fully recovers from the COVID-19 pandemic

**Poll conducted by Clearview Research, October 3-8, 2020*

FUTURE PROJECTS

- Stations in South Florida – Aventura, Boca Raton, PortMiami
- Grade Crossing Safety projects
- Tampa Extension including new Stations, partially shared with SunRail
- Miami-Dade Commuter Rail
- Las Vegas – Southern California

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F. 2.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

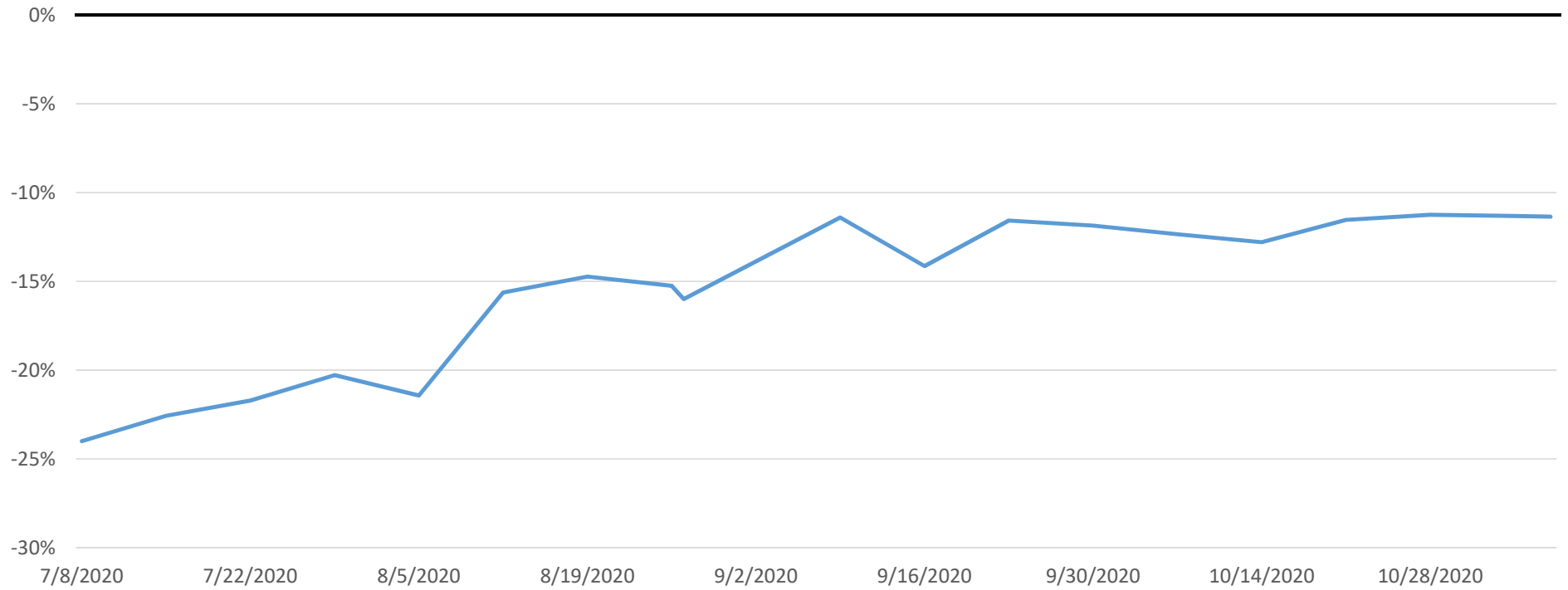


MONTHLY COVID-19 FINANCIAL ASSESSMENT

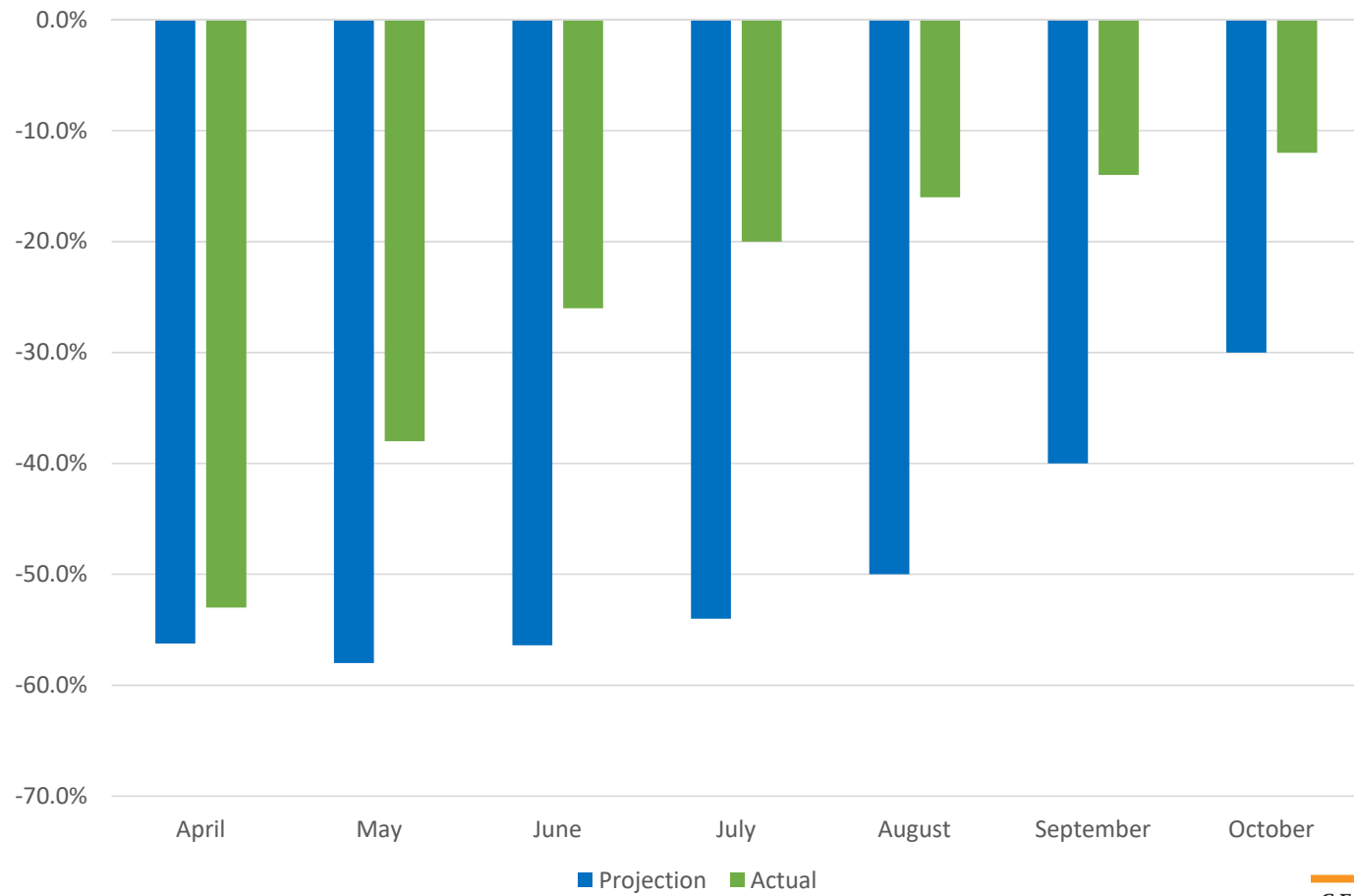
Lisa Lumbard, Chief Financial Officer

— November 12, 2020 —

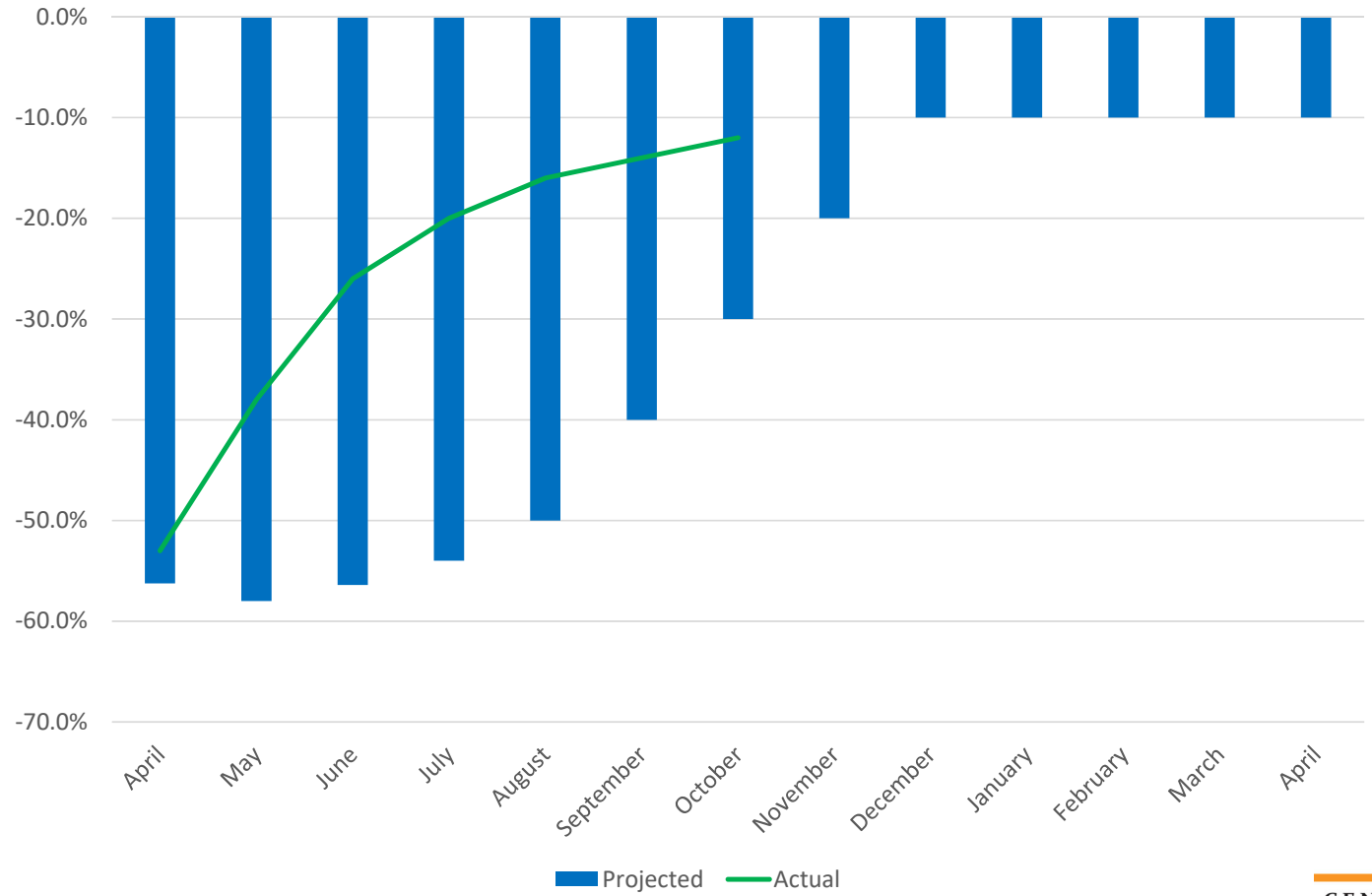
Weekly Revenue Variance Over Prior Year



Adjusted Impact by Month



Adjusted Impact by Month



Strengths

762 days cash on hand

*as of 11.06.2020

Reserve balance of
\$171,271,729

*as of 11.06.2020

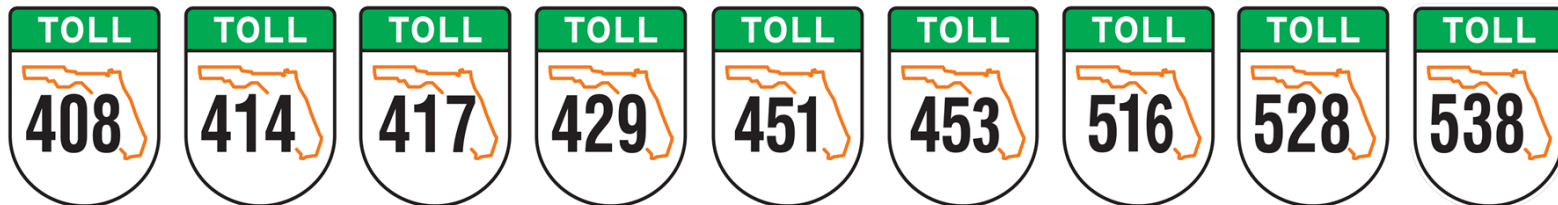
Construction fund cash
balance is \$393,941,562

*as of 11.06.2020

Construction Projects

As of November 2020

- **SR 417 Widening – John Young Parkway to Landstar**
- 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	\$104,641,951	\$153,654,450	47%
Total OM&A Expenses	24,204,942	22,047,209	9%
Net Revenues After Debt Service	7,265,744	58,467,194	705%
Work Plan Expenses	262,658,000	34,275,301	10%

*As of 10.31.2020


**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



F. 3.



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**



FY 2020 FINANCIAL STATEMENTS
Michael Carlisle, Director of Accounting and Finance
— November 12, 2020 —

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Required Auditor Communications
Fiscal Year Ended June 30, 2020

Presented by:
Daniel J. O'Keefe, CPA, CFE, MBA
Shareholder



Audit Overview



Required Communications

- No significant findings or difficulties encountered
- No corrected or uncorrected misstatements noted
- No “second opinion” consultations with other accountants
- No new accounting standards were implemented
- Management representations were received

Services and Deliverables

- **Auditor's Report on Financial Statements (Pages 1 – 2)**
 - Unmodified Opinion
- **Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 58 – 59)**
 - No internal control findings related to financial reporting and no compliance findings

Services and Deliverables *(cont.)*

- **Auditor's Report on Compliance with Bond Covenants (Page 60)**
 - No compliance findings
- **Accountant's Examination Report on Investment Compliance (Page 61)**
 - No compliance findings
- **Management Letter (Pages 62 – 63)**
 - No management letter comments

Financial Highlights



FLORIDA ROOTS. GLOBAL REACH.

Financial Highlights - Overview

(in thousands)



	Year Ended 6/30/20	Year Ended 6/30/19
Total Assets and Deferred Outflows	\$ 6,668,000	\$ 5,872,000
Total Liabilities and Deferred Inflows	\$ 4,007,000	\$ 3,415,000
Net Position	\$ 2,661,000	\$ 2,457,000
Operating Revenue	\$ 467,000	\$ 476,000
Operating Expenses	\$ 150,000	\$ 136,000
Operating Income	\$ 317,000	\$ 340,000
Change in Net Position	\$ 204,000	\$ 247,000
% Incr (Decr) in Operating Revenue	(1.9%)	5.3%
% Incr (Decr) in Operating Expense	10.4%	(0.01%)

Financial Highlights - Balance Sheets

(in thousands)

	2020	2019
Unrestricted Assets	\$ 430,000	\$ 312,000
Restricted Assets	743,000	372,000
Capital Assets	5,102,000	4,832,000
Deferred Outflows of Resources	<u>393,000</u>	<u>356,000</u>
Total Assets and Deferred Outflows	<u>\$ 6,668,000</u>	<u>\$ 5,872,000</u>
Revenue Bonds Outstanding	3,398,000	2,802,000
Other Liabilities	603,000	607,000
Deferred Inflows of Resources	<u>6,000</u>	<u>6,000</u>
Total Liabilities and Deferred Inflows	4,007,000	3,415,000
Total Net Position	<u>2,661,000</u>	<u>2,457,000</u>
Total Liabilities, Deferred Inflows, and Net Position	<u>\$ 6,668,000</u>	<u>\$ 5,872,000</u>

Financial Highlights - Operation Overview *(in thousands)*



	2020	2019
Operating Revenues	\$ 467,000	\$ 476,000
Investment and Other Income	<u>23,000</u>	<u>30,000</u>
Total Revenues	<u>490,000</u>	<u>506,000</u>
Operating Expenses	150,000	136,000
Interest Expense	134,000	122,000
Other Expense	<u>2,000</u>	<u>1,000</u>
Total Expenses	<u>286,000</u>	<u>259,000</u>
Change in Net Position	204,000	247,000
Net Position, Beginning of Year	<u>2,457,000</u>	<u>2,210,000</u>
Net Position, End of Year	<u>\$ 2,661,000</u>	<u>\$ 2,457,000</u>
Debt Service Ratio	2.02	2.33

Recommended Motion

Acceptance of Fiscal Year 2020 Financial Statements.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**Financial Statements and
Supplementary Information**

For Years Ended June 30, 2020 and 2019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Central Florida Expressway Authority ("CFX") as of and for the years ended June 30, 2020 and 2019, and the related notes to the financial statements, which collectively comprise CFX's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of CFX as of June 30, 2020 and 2019, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Members of the
Central Florida Expressway Authority

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, trend data on infrastructure condition information, and pension schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise CFX's basic financial statements. The calculation of composite debt service ratio, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. This information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits, of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 27, 2020, on our consideration of CFX's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control over financial reporting and compliance.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 27, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the Central Florida Expressway Authority (CFX), we offer readers of these financial statements this narrative overview and analysis of the financial activities of CFX for the fiscal years ended June 30, 2020 and 2019. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole.

Financial Highlights

Operating income for CFX was \$317,094,000 (a decrease of 2%) and \$340,026,000 (an increase of 8%) for fiscal years 2020 and 2019, respectively. The decrease in operating income in fiscal year 2020 is primarily due to a decrease in toll traffic which was part of the fallout from restrictions created by the COVID-19 virus that plagued the global economy as a whole, and an increase to preservation expenses. The increase in operating income in fiscal year 2019 is primarily due to higher toll traffic.

Net income produced an increase in net position of \$203,751,000 and \$247,242,000 for fiscal years 2020 and 2019, respectively. The term "net position" refers to the difference of assets and deferred outflows less liabilities and deferred inflows. At the close of fiscal year 2020, CFX had a net position of \$2,660,650,000, an increase of 8% over fiscal year 2019. At the close of fiscal year 2019, CFX had a net position of \$2,456,899,000, an increase of 11% over fiscal year 2018. CFX's overall financial position has improved, as shown by the increase in net position.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to CFX's financial statements, which is comprised of the basic financial statements and the notes to the financial statements, and supplementary information presented. Since CFX is comprised of a single enterprise fund, fund level financial statements are not shown.

Basic financial statements - The basic financial statements are designed to provide readers with a broad overview of CFX's finances, in a manner similar to a private-sector business.

The balance sheets present information on all of CFX's assets and deferred outflows and liabilities and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of CFX is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.

The statements of revenues, expenses and changes in net position present information showing how a government's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in these statements for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

Notes to the financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information* concerning CFX's composite debt service ratio, as defined by the bond resolutions, as well as trend data on infrastructure condition and pension schedules.

Financial Analysis

Net position may serve, over time, as a useful indicator of a government's financial position. In the case of CFX, assets and deferred outflows exceeded liabilities and deferred inflows by \$2,660,650,000 at the close of the most recent fiscal year. This represents an increase of \$203,751,000 (8%) over the previous year, which is attributable to operations. Unrestricted net position increased from \$495,086,000 at June 30, 2019 to \$567,069,000 at June 30, 2020, an increase of \$73,983,000 (15%). This increase was also due to operations and funding CFX's capital plan with bond construction funds.

By far, the largest portion of CFX's net position reflects its investment in capital assets (e.g., right-of-way, roads, bridges, buildings, toll equipment, etc.), less any related debt used to acquire those assets that is still outstanding. CFX uses these capital assets to provide service and, consequently, these assets are not available for liquidating liabilities or for other spending.

Of the \$5,101,819,000 in capital assets, net of accumulated depreciation, \$40,058,000 represents the roadway, toll plaza and equipment on the Goldenrod Road Extension. This project, which opened to traffic in March 2003, was jointly funded by CFX, the Greater Orlando Aviation Authority, the City of Orlando, Orange County, Florida, and private developers, with CFX serving as the lead agency on the project. The Goldenrod Road Extension extends from the previous terminus of Goldenrod Road at Narcoossee Road south to Cargo Road. This facility intersects SR 528 (Martin B. Andersen Beachline Expressway), east of the Orlando International Airport, at a system interchange. Each partner contributing to this project will be repaid through toll revenues generated by this road. After all operational expenses are met and the partners are reimbursed for their contributions, the toll plaza will be demolished, and the roadway will be transferred to the City of Orlando. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way.

Since the Goldenrod Road Extension is a non-system projects, it is accounted for on individual lines in the statements of revenues, expenses and changes in net position, in the non-operating revenues (expenses) section. The toll revenues on this non-system project are not pledged to CFX's bond indebtedness.

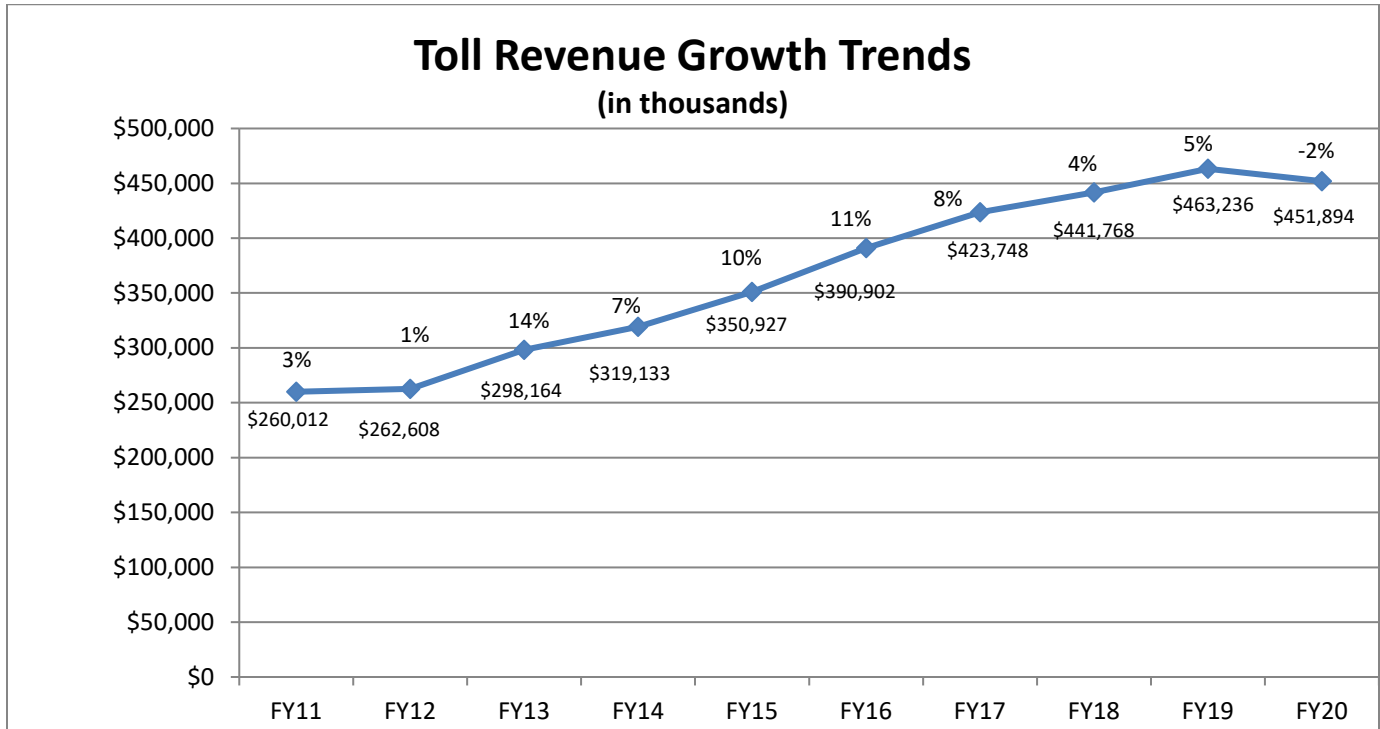
In December of 2019 CFX purchased the Poinciana Parkway from Osceola County. Poinciana Parkway is a 7.2-mile roadway stretching from the Polk-Osceola County line to the Cypress Parkway (CR 580). In December of 2018 CFX had assumed control of the Poinciana Parkway system from Osceola County and held the \$82,559,000 in capital assets as a non-system project. With the purchase of the Poinciana Parkway system, CFX transferred the capital assets to the CFX general fund.

Central Florida Expressway Authority's Net Position

	June 30,		
	2020	2019	2018
(in thousands)			
Current and other assets	\$ 608,923	\$ 447,334	\$ 361,336
Non-current restricted assets	563,838	236,992	81,362
Capital assets	5,101,819	4,831,730	4,546,615
Total assets	<u>6,274,580</u>	<u>5,516,056</u>	<u>4,989,313</u>
Deferred outflows of resources	392,764	356,066	330,640
Total assets and deferred outflows	<u>6,667,344</u>	<u>5,872,122</u>	<u>5,319,953</u>
Current liabilities:			
Payable from unrestricted assets	56,176	58,415	278,013
Payable from restricted assets	179,062	134,743	107,610
Revenue bonds outstanding (net of current portion)	3,325,414	2,738,514	2,569,820
Other long-term liabilities	440,336	477,510	148,944
Total liabilities	<u>4,000,988</u>	<u>3,409,182</u>	<u>3,104,387</u>
Deferred inflows of resources	5,706	6,041	5,909
Total liabilities and deferred inflows	<u>4,006,694</u>	<u>3,415,223</u>	<u>3,110,296</u>
Net position:			
Net investment in capital assets	2,064,051	1,922,707	1,881,712
Restricted	29,530	39,106	19,704
Unrestricted	567,069	495,086	308,241
Total net position	<u>\$ 2,660,650</u>	<u>\$ 2,456,899</u>	<u>\$ 2,209,657</u>

CFX's toll revenues decreased 2% and increased 5% during the fiscal years ended June 30, 2020 and 2019, respectively.

Toll revenue represents approximately 97% of all operating revenues. CFX's toll revenue annual growth rate has averaged 6% over the last 10 years.



Central Florida Expressway Authority's Changes in Net Position

	2020	2019	2018
	(in thousands)		
Revenues:			
Toll revenues	\$ 451,894	\$ 463,236	\$ 441,768
Transponder sales	820	648	297
Other operating revenue	14,650	12,313	10,370
Investment income	21,237	14,082	2,847
Goldenrod Road Extension - net	1,491	1,518	546
Poinciana Parkway - net	-	1,862	-
Other non-operating revenue	452	374	318
Capital Contribution	-	12,294	-
Total revenues	490,544	506,327	456,146
Expenses:			
Operations	64,937	62,123	53,373
Maintenance	18,022	17,753	17,606
Administrative	8,910	8,447	7,743
Depreciation	15,384	14,194	13,438
Preservation	31,002	21,586	33,837
Other	12,015	12,068	11,166
Interest expense	134,089	121,608	105,865
Loss on capital assets	2,434	1,306	435
Total expenses	286,793	259,085	243,463
Change in net position	203,751	247,242	212,683
Net position, beginning of year	2,456,899	2,209,657	1,996,974
Net position, end of year	\$ 2,660,650	\$ 2,456,899	\$ 2,209,657

CFX's Operations, Maintenance and Administration ("OM&A") expenses for fiscal year 2020 increased 4.0% from fiscal year 2019 and ended the year 6.6% under budget. CFX came in under budget due primarily to the following reasons: 1) There were several roadway maintenance programs that came in under budget; 2) multiple departments had positions that were budgeted for but not filled for part of the year; 3) due to a variety of reasons such as lower bank fees and less staff required, the operation of the plazas came in under budget.

Transponder sales increased by 27% between fiscal years 2019 and 2020 due to a significant focus on branding and marketing E-PASS.

Investment income increased by 51% between fiscal years 2019 and 2020 due to an increase in available cash, a rise in corresponding investments and more favorable interest rates for the first half of the fiscal year.

Other operating revenue consists of various fees that are collected, such as statement fees, Pay by Plate fees and fees received for collecting revenue on behalf of other entities. Other operating revenue increased by 19% between fiscal years 2018 and 2019 and by another 19% between fiscal years 2019 and 2020. In fiscal year 2016, CFX replaced its unpaid toll notice program, with a Pay by Plate initiative, assessing a new fee schedule on every transaction not paid in the lane. This new fee schedule is beneficial to the customer and has resulted in a reduction of fees per transaction. CFX saw significant growth in customers choosing to post pay transactions, which is why there has been high growth the last 2 fiscal years.

Capital Contributions decreased from \$12,294,000 in fiscal year 2019 to \$0 in fiscal year 2020. The net position of the Poinciana Parkway was recognized as contributed capital when CFX took over the operations and maintenance of the road during fiscal year 2019.

Preservation expense includes such items as resurfacing and restriping. The budgeted amounts are based on projected requirements to keep the roadway in good condition and, therefore, the expenses related to preservation can vary significantly from year to year. Preservation expense decreased 36% in fiscal year 2019 and then increased 44% in fiscal year 2020. Fiscal year 2019 saw preservation expense dip from its all-time high the prior year, however fiscal year 2020 saw that expense climb back up, which coincides with the system's growth and continued maturity.

Other expenses are expenses that were not part of CFX's OM&A budget, but also were not capitalized. These expenses are expected to fluctuate from year to year depending upon the amount spent on non-capitalized projects. Other expenses increased 8% between fiscal years 2018 and 2019 and then decrease by less than 1% between fiscal year 2019 and 2020. This level of increased expense over historical years is due to program support and a rise in new pilot programs and feasibility studies that are not eligible to be capitalized.

There were losses in capital assets in fiscal year 2019 and 2020 as anticipated. There have been various bridges, signs and toll plaza lanes removed and/or demolished to make way for road widening, extension and interchange projects over the past few fiscal years. Also contributing to the loss in capital assets were losses on the disposal of retired fixed assets. The largest contributing factor to the fiscal year 2020 loss is writing off signs that needed to be replaced.

Capital Asset and Debt Administration

Capital Assets - CFX's investment in capital assets amounted to \$5,101,819,000 net of accumulated depreciation as of June 30, 2020, an increase of \$270,89,000 (6%) over that of June 30, 2019. CFX's investment in capital assets amounted to \$4,831,730,000 net of accumulated depreciation as of June 30, 2019, an increase of \$285,116,000 (6%) over that of June 30, 2018. Capital assets include right-of-way, roads, bridges, buildings, equipment and furniture. A schedule of the change in CFX's capital assets is in Note 4 of the financial statements.

Major capital asset events during fiscal year 2020 included the following:

- Widening of SR 408 from SR 417 to Alafaya Trail was completed.
- Phase 3 of the SR 408/SR 417 interchange was completed.
- Improvements to the SR 528/SR 436 interchange began.

Modified Approach for Infrastructure Assets - CFX has elected to use the modified approach for infrastructure reporting. This means that, in lieu of reporting depreciation on infrastructure, CFX reports as preservation expense the costs associated with maintaining the existing roadway in good condition. CFX's policy is to maintain the roadway condition at a Maintenance Rating Program rating of 80 or better. The Florida Department of Transportation ("FDOT") annually inspects CFX's roadways and has determined in fiscal year 2020 that all its roadways exceed this standard. Pursuant to its bond covenants, CFX maintains a renewal and replacement fund for these preservation expenditures. For fiscal year 2019, projected expenses for preservation were \$44,000,000 with \$21,586,000 being spent. For fiscal year 2020, projected expenses for preservation were \$51,040,000 with \$31,002,000 being spent. The expenses were lower than projected in fiscal year 2020 due to slower than anticipated start dates on several projects.

Long-term Debt - CFX has outstanding bonds payable of \$3,398,115,000 (net of unamortized bond premiums and discounts) as of June 30, 2020.

During fiscal year 2020, CFX issued \$129,550,000 of fixed rate revenue bonds (Series 2019A) for the purpose of purchasing the Poinciana Parkway. Also, CFX issued \$441,390,000 of fixed rate revenue bonds (Series 2019B) for the purpose of financing projects approved in the Five-Year Work Plan.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2020, along with more detailed information on long-term debt activity, can be found in Note 5, Long-Term Debt, which begins on page 32 of the financial statements. Of the approximately \$3.4 billion in outstanding bonds, \$494,725,000 are variable rate bonds, which have corresponding interest rate exchange agreements designed to effectively swap the variable rates to fixed rates. The synthetic interest rate applicable to the variable rate bonds are 4.7753% for the 2008B Bonds.

To determine the fair market value of its interest rate exchange agreements, CFX's swap advisor has performed a calculation based upon expected forward LIBOR swap rates and discounted cash flows. On a current market-to-market basis, in the event of a termination, using a termination date of June 30, 2020, CFX would have to make an estimated termination payment of approximately \$230,129,177 on the swaps related to the Series 2008B Bonds.

	<u>June 30, 2020</u>	<u>June 30, 2019</u>
Series 2008B	<u>\$ 230,129,177</u>	<u>\$ 177,483,541</u>

CFX's debt service ratio changed to 2.02 for fiscal year 2020 from 2.33 for fiscal year 2019 and 2.32 in fiscal year 2018. The increase in fiscal year 2019 is due to growth in toll revenue, the decrease in fiscal year 2020 is due to a reduction in toll revenue and an increase in debt service payments.

CFX has a Lease-Purchase Agreement (LPA) with the FDOT whereby the FDOT is required to reimburse CFX for the maintenance and operation costs associated with certain portions of the roadways and toll plazas on CFX's System. During fiscal years 2012 and 2013, FDOT did not reimburse CFX for the operations portion of their obligation because the Governor of Florida exercised his line-item veto authority to remove that line from the state's budget. During fiscal year 2013, CFX and FDOT amended the LPA under which the FDOT agreed to uphold its obligation for operations and maintenance costs provided CFX agrees to repay those funds to the FDOT within 60 days. CFX plans to repay those funds in accordance with its Master Bond Resolution, which permits such payments provided CFX is able to fund its OM&A budget, debt

service requirements, required reserve deposits, and renewal and replacement fund requirements. The FDOT reimbursement is taken into consideration when calculating CFX's debt service ratio.

CFX's bond ratings as of June 30, 2020 are as follows:

	<u>Ratings</u>
Standard & Poor's	A+
Moody's	A1
Fitch	A+

Requests for Information

This financial report is designed to provide a general overview of CFX's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL 32807.

BASIC FINANCIAL STATEMENTS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets

Assets and Deferred Outflows of Resources	June 30,	
	2020	2019
	(in thousands)	
Current assets:		
Cash and cash equivalents	\$ 148,759	\$ 86,603
Investments	248,708	190,127
Accrued interest and accounts receivable	17,263	15,248
Prepaid expenses	3,699	3,551
Due from governmental agencies	7,173	12,937
Inventory	1,655	1,262
Total current unrestricted assets	427,257	309,728
Restricted assets:		
Current restricted assets:		
Cash and cash equivalents	179,062	134,743
Total current assets	606,319	444,471
Noncurrent assets:		
Restricted assets:		
Cash and cash equivalents	243,411	12,264
Investments	320,362	223,994
Accrued interest receivable and prepaid expenses	65	734
Total noncurrent restricted assets	563,838	236,992
Prepaid bond insurance	2,604	2,863
Total noncurrent assets before capital assets	566,442	239,855
Capital assets not being depreciated:		
Infrastructure	4,465,708	4,285,190
Construction in progress	505,997	412,981
Capital assets - net of accumulated depreciation:		
Property and equipment	130,114	133,559
Total capital assets - net of accumulated depreciation	5,101,819	4,831,730
Total noncurrent assets	5,668,261	5,071,585
Total assets	6,274,580	5,516,056
Deferred outflow of resources	392,764	356,066
Total assets and deferred outflows of resources	\$ 6,667,344	\$ 5,872,122

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets (continued)

Liabilities, Deferred Inflows of Resources, and Net Position	June 30,	
	2020	2019
	(in thousands)	
Current liabilities payable from unrestricted assets:		
Accounts payable and accrued liabilities	\$ 18,838	\$ 18,264
Unearned toll revenue	18,136	17,547
Unearned other revenue	15,085	15,428
Current portion of lease payable	-	705
Current portion of due to governmental agencies	4,117	6,471
Total current liabilities payable from unrestricted assets	56,176	58,415
Current liabilities payable from restricted assets:		
Accounts payable and accrued liabilities	43,475	22,491
Interest payable	62,887	49,227
Current portion of revenue bonds payable	72,700	63,025
Total current liabilities payable from restricted assets	179,062	134,743
Total current liabilities	235,238	193,158
Noncurrent liabilities:		
Derivative financial instrument	230,129	177,484
Revenue bonds payable - less current portion	3,325,414	2,738,514
Loan/lease payable - less current portion	-	91,259
Due to governmental agencies - less current portion	200,210	200,455
Net pension liability	9,997	8,312
Total noncurrent liabilities	3,765,750	3,216,024
Total liabilities	4,000,988	3,409,182
Deferred inflow of resources	5,706	6,041
Total liabilities and deferred inflows of resources	4,006,694	3,415,223
Net position:		
Net investment in capital assets	2,064,051	1,922,707
Restricted for:		
Operation, maintenance and administrative reserve	12,552	11,795
Renewal and replacement reserve	16,978	27,311
Total restricted net position	29,530	39,106
Unrestricted	567,069	495,086
Total net position	2,660,650	2,456,899
Total liabilities, deferred inflows of resources, and net position	\$ 6,667,344	\$ 5,872,122

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position

	June 30,	
	2020	2019
	(in thousands)	
Operating revenues:		
Toll revenues	\$ 451,894	\$ 463,236
Transponder sales	820	648
Fees and other	14,650	12,313
	Total operating revenues	476,197
Operating expenses:		
Operations	64,937	62,123
Maintenance	18,022	17,753
Administrative	8,910	8,447
Depreciation	15,384	14,194
Preservation	31,002	21,586
Other expenses	12,015	12,068
	Total operating expenses	136,171
Operating income	317,094	340,026
Nonoperating revenues (expenses):		
Investment income	21,237	14,082
Loss on capital assets	(2,434)	(1,306)
Other nonoperating	452	374
Goldenrod Road Extension - net	1,491	1,518
Poinciana Parkway - net	-	1,862
Interest expense	(134,089)	(121,608)
	Total nonoperating revenues (expenses)	(105,078)
Income before contributions	203,751	234,948
Capital contribution	-	12,294
Change in net position	203,751	247,242
Net position at beginning of year	2,456,899	2,209,657
Net position at end of year	\$ 2,660,650	\$ 2,456,899

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows

	June 30,	
	2020	2019
	(in thousands)	
Operating activities:		
Receipts from customers and users	\$ 467,529	\$ 478,534
Payments to suppliers	(123,582)	(134,613)
Payments to employees	(6,226)	(5,935)
	337,721	337,986
Capital and related financing activities:		
Acquisition and construction of capital assets	(267,248)	(198,410)
Proceeds from capital contributions	-	21,699
Proceeds from issuance of refunding revenue bonds	676,071	221,045
Proceeds from issuance of TIFIA loan	-	193,695
Interest paid on revenue bonds	(104,434)	(91,461)
Payment to refunded bond escrow agent	(108,504)	-
Payment of principal on revenue bonds	(63,025)	(252,615)
Payment of principal on government advances	(250)	(261)
	132,610	(106,308)
Investing activities:		
Purchase of investments	(557,592)	(448,604)
Proceeds from sales and maturities of investments	402,643	332,652
Interest received	22,240	14,068
	(132,709)	(101,884)
Net increase (decrease) in cash and cash equivalents	337,622	129,794
Cash and cash equivalents at beginning of year	233,610	103,816
Cash and cash equivalents at end of year	\$ 571,232	\$ 233,610
Cash and cash equivalents - unrestricted	\$ 148,759	\$ 86,603
Restricted cash and cash equivalents - current	179,062	134,743
Restricted cash and cash equivalents - noncurrent	243,411	12,264
	\$ 571,232	\$ 233,610

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows (continued)

	June 30,	
	2020	2019
	(in thousands)	
Reconciliation of operating income to net cash provided by operating activities:		
Income from operations	\$ 317,094	\$ 340,026
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	15,384	14,194
Goldenrod Road Extension and other miscellaneous	2,268	3,838
Changes in assets and liabilities:		
Accounts receivable	(2,349)	(6,357)
Due from governmental agencies	5,764	9,925
Prepaid expenses	(148)	(542)
Inventory	(393)	847
Deferred outflows - pension-related	49	79
Accounts payable and accrued liabilities	574	(29,020)
Due to governmental agencies	(2,349)	(555)
Unearned toll revenue	589	5,088
Unearned other revenue	(343)	(233)
Net pension liability	1,685	333
Deferred inflows - pension-related	(104)	363
Net cash provided by operating activities	\$ 337,721	\$ 337,986
Noncash investing, capital, and financing activities:		
Increase (decrease) in fair value of investments	\$ 5,955	\$ 5,369
Increase (decrease) in fair value of derivative financial instrument	(52,645)	(41,652)
Contribution of Osceola County Expressway capital assets	-	82,559
Assignment of Osceola County Expressway long-term liabilities	-	(91,964)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 1 - Organization and Summary of Significant Accounting Policies

Reporting Entity - The Central Florida Expressway Authority (CFX) is an agency of the state, created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the expressway system. The governing board of CFX is made up of ten members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Brevard, Lake, Osceola and Seminole Counties; (b) one member of the Orange County Commission appointed by the mayor of Orange County; (c) three citizens appointed by the Governor; (d) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

For financial reporting purposes, CFX is a stand-alone entity; there are no component units included in the accompanying financial statements, and CFX is not considered a component unit of another entity.

Basis of Accounting - CFX prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprises. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

The assets, deferred outflows, liabilities, deferred inflows, and net position of CFX are reported in a self-balancing set of accounts, which include restricted and unrestricted resources, representing funds available for support of CFX's operations. When both restricted and unrestricted resources are available for use, it is CFX's policy to use restricted resources first for their intended purpose, and then unrestricted resources, as they are needed.

Operating Revenues and Expenses - CFX's operating revenues and expenses consist of revenues earned and expenses incurred relating to the operation and maintenance of its System. The Goldenrod Road Extension, which is a project outside the normal course of operations, and all other revenues and expenses are reported as nonoperating revenues and expenses.

Lease-Purchase Agreement - Under the requirements of the Lease-Purchase Agreement between CFX and the FDOT, dated December 23, 1985, as amended and supplemented, CFX is reimbursed by the FDOT for the maintenance costs of SR 528, portions of SR 408, improvements to the Airport Interchange at SR 528 and State Road 436 (Semoran Boulevard), and the cost of operations of the Conway and Pine Hills Plazas. However, the reimbursements received are recorded as advances from the FDOT and are included in due to governmental agencies, since they are to be repaid to the FDOT from future toll revenues after the requirements for retirement of bonds and all other obligations have been met.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

While CFX's position has been that the FDOT's obligations under the Lease-Purchase Agreement were not subject to appropriation, the Governor vetoed the operations component of the reimbursement for fiscal year 2013. CFX entered into a Memorandum of Agreement with FDOT on February 14, 2013 where it was agreed that commencing in fiscal year 2014 the operations and maintenance payments made by the FDOT will be refunded to the FDOT within sixty days of payment.

Cash and Cash Equivalents - For purposes of the statements of cash flows, demand deposit accounts with commercial banks, and cash invested in commercial money market funds (including restricted assets) are considered cash equivalents. For investments that are held separately from the pools, those which are highly liquid (including restricted assets), with an original maturity of 90 days or less when purchased or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, are considered to be cash equivalents.

Investments - Investments consist of unrestricted and restricted investments, and are carried at fair value, as determined in an active market.

Accounts Receivable - The accrued interest and accounts receivable primarily consists of amounts billed to individuals via one or more Pay by Plate invoices for tolls not paid at the point of System use. This item also includes interest earned but not paid by the end of the fiscal year, or amounts due from individuals or other entities for prepaid items or for services provided. This amount is recorded at the net realizable value; therefore, a provision for doubtful accounts has been made for the estimated amount of uncollectible Pay by Plate invoices based on historical information.

Inventory - Inventory, which consists of E-PASS system transponders that will be distributed to customers, is carried at the lower-of-cost or market and is valued using the specific-identification method.

Restricted Assets - Restricted assets of CFX represent bond proceeds designated for construction, and other monies required to be restricted for debt service, operations, maintenance, administration, renewal and replacement.

Deferred Outflows / Inflows of Resources - In addition to assets, CFX reports a separate section for deferred outflows of resources on its balance sheets. Deferred outflows of resources represent a consumption of net position that applies to future periods and will not be recognized as an outflow of resources (expense) until then. CFX has three items that qualify for reporting as deferred outflows of resources.

Accumulated Decrease in Fair Value of Hedging Derivatives - As described in Note 5, CFX has entered into interest rate swap agreements that qualify as effective cash flow hedges in connection with variable rate bonds. The fair value of the swaps is presented on the balance sheets as a deferred outflow of resources and a derivative financial instrument liability in the amount of \$230,129,000 and \$177,484,000 at June 30, 2020 and 2019, respectively, with changes in valuation applied to these balance sheet accounts. Should the swaps be terminated prior to their expected conclusion, or if the hedges cease to significantly reduce risk, accumulated gains or losses will be reported on the operating statement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Deferred Outflows / Inflows of Resources (Continued)

Deferred Outflow on Refunding of Revenue Bonds - The difference between the re-acquisition price and the net carrying amount of refunded bonds is presented on the balance sheets at June 30, 2020 and 2019 as a deferred outflow of resources in the amount of \$158,106,000 and \$174,005,000, respectively, and is amortized as an adjustment to interest expense on a straight-line basis over the life of the refunded bonds or the life of the refunding bonds, whichever is shorter.

Deferred Outflows Related to Pensions - These deferred outflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred outflows related to pensions totaled \$4,528,000 and \$4,577,000 at June 30, 2020 and 2019, respectively, and will be recognized as either pension expense or a reduction in the net pension liability in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

In addition to liabilities, CFX reports a separate section for deferred inflows of resources on its balance sheets. Deferred inflows of resources represent an acquisition of net position that applies to future periods and will not be recognized as an inflow of resources until then. CFX has two items that qualify for reporting as deferred inflows of resources.

Deferred Inflow on Interest Rate Exchange - During the fiscal year ended June 30, 2007, CFX entered into six mandatory, cash-settled interest rate exchange agreements, the purpose of which was to lock in the interest rate associated with the Series 2007A Bonds. The result of these agreements was an \$8,078,000 net payment to CFX on June 28, 2007, which is presented on the balance sheets at June 30, 2020 and 2019 as a deferred inflow of resources in the amount of \$5,077,878 and \$5,308,000, respectively, and is amortized as an adjustment to interest expense over the life of the bonds.

Deferred Inflows Related to Pensions - These deferred inflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred inflows related to pensions at June 30, 2020 and 2019 totaled \$628,000 and \$733,000, respectively, and will be recognized as a reduction to pension expense in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

Capital Assets

Cost Basis - Capital assets are recorded at historical cost with the exception of donated capital assets, which are reported at acquisition value. The cost of property and equipment includes costs for infrastructure assets (right-of-way, highways and bridges substructure, and highways and bridges), toll equipment, buildings, toll facilities, other related costs (including software) and furniture and equipment. Highways and bridges substructure includes road sub-base, grading, land clearing, embankments and other related costs. Costs for infrastructure assets include construction costs, design and engineering fees, administrative and general expenses paid from construction monies, and bond interest expense incurred during the period of construction.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Capital Assets (Continued)

Capitalization Policy - Costs to acquire additional capital assets, and to replace existing assets or otherwise prolong their useful lives, are capitalized for toll equipment, buildings, toll facilities, other related costs, and furniture and equipment. Under CFX's policy of accounting for infrastructure assets pursuant to the "modified approach," property costs represent a historical accumulation of costs expended to acquire rights-of-way and to construct, improve and place in operation the various projects and related facilities. It is CFX's policy to capitalize amounts equal to or in excess of \$5,000.

Depreciation Policy - Depreciation of toll equipment, buildings, toll facilities, other related costs, signs, software, and furniture and equipment is computed using the straight-line method over the estimated useful lives of the assets as follows:

Software	3 years
Furniture and equipment	7 years
Toll equipment	8 years
Signs	20 years
Buildings, toll facilities and other	30 years

Under the modified approach, infrastructure assets are considered to be "indefinite lived" assets; that is, the assets themselves will last indefinitely and are, therefore, not depreciated. Costs related to maintenance, renewal and replacement for these assets are not capitalized, but instead are considered to be period costs and are included in preservation expense.

Construction in Progress - Construction in progress represents costs incurred by CFX for in-process activities designed to expand, replace or extend useful lives of existing property and equipment.

Capitalized Interest - Interest costs on funds used to finance the construction of capital assets are capitalized based upon the blended cost of debt and depreciated over the life of the related assets in accordance with the above policies.

Retainage Payable - Retainage payable represents amounts billed to CFX by contractors for which payment is not due pursuant to retained percentage provisions in construction contracts until substantial completion of performance by contractor and acceptance by CFX.

Compensated Absences - Accumulated vacation pay, vested sick pay, and other compensation payable to employees is recorded and included in accounts payable and accrued liabilities. The balance of compensated absences had a net increase of \$105,000 from June 30, 2019 to June 30, 2020.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Bond Premium, Discount, and Prepaid Bond Insurance Costs - Bond premium, discount, and prepaid bond insurance costs associated with the issuance of bonds are amortized on a straight-line basis over the life of the bonds, which approximates the effective interest method. Bond premiums and discounts are presented as an addition and a reduction, respectively, of the face amount of revenue bonds payable whereas prepaid bond insurance costs are recorded as assets.

Restricted Net Position - Restricted net position is comprised of amounts reserved for operations, maintenance, administrative expenses and renewals and replacements in accordance with bond covenants.

Pensions - In the balance sheets, net pension liability represents CFX's proportionate share of the net pension liability of the cost-sharing pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost-sharing pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing pension plan's fiduciary net position.

CFX participates in both the Florida Retirement System (FRS) defined benefit pension plan and the Retiree Health Insurance Subsidy Program (HIS) defined benefit pension plan administered by the Florida Division of Retirement (collectively, FRS/HIS).

For purposes of measuring CFX's net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS/HIS and additions to/deductions from FRS/HIS's fiduciary net position have been determined on the same basis as they are reported by FRS/HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Budgets and Budgetary Accounting - CFX abides by the following procedures in establishing budgetary data:

On or before February 1 of each year, CFX completes a review of its financial condition for the purpose of estimating whether the gross revenues, together with series payments, system payments and supplemental payments, if any, for the ensuing fiscal year will be sufficient to provide at least 120% of the annual debt service requirements of the bonds and that gross revenues will be sufficient to pay all other amounts required by the Master Bond Resolution, as amended and restated.

In the event that CFX determines that revenues will not be sufficient to satisfy the above payments, CFX will conduct a study to determine the toll revenue rate increase required to restore the revenue deficiency.

All schedules of toll revenues and revisions thereof are filed with the FDOT.

On or before April 1 of each year, a preliminary budget is prepared for maintenance, operations and administrative expenses for the ensuing fiscal year. The preliminary budget is reviewed by the FDOT and modified, if necessary.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 1 - Organization and Summary of Significant Accounting Policies (Continued)

Budgets and Budgetary Accounting (Continued)

On or before July 1 of each year, a final budget of maintenance, operations and administrative expenses is adopted subject to approval by the FDOT.

CFX may adopt an amended or supplemental annual budget for the remainder of a fiscal year subject to approval by the FDOT.

Reclassifications - Certain amounts in the 2019 financial statements have been reclassified to conform to the 2020 classifications.

Note 2 - Deposits and Investments

Cash and Cash Equivalents, and Investment Portfolio

Pursuant to Section 218.415, Florida Statutes, CFX has formally adopted a comprehensive investment policy most recently reviewed on April 2, 2018, which establishes permitted investments, asset allocation limits and issuer limits, credit rating requirements and maturity limits to protect CFX's cash and investment assets. CFX maintains a common cash and investment pool for the use of all funds. In addition, cash and investments are separately held by CFX's bond proceeds/construction, debt service, capitalized interest, and debt service reserve funds.

The following chart outlines the types of permitted investments, credit quality risk rating requirements by security type, the maximum concentration of credit risk by percentage of the total portfolio that may be invested in a single issuer and in total by security type and maturity limits prescribed to mitigate interest rate risk exposure:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)	X
GNMA		40%			X
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%			X
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years	X
Federal Agency/GSE other than those above		10%			X
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years	
Corporates	50% ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years	
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years	X
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴	
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴	
Depository Accounts with Qualified Public Depositories	75%	50%	N/A	N/A	X
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized	None, if fully collateralized.	2 Years	X
Commercial Paper (CP)	50% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days	X
Bankers' Acceptances (BAs)	10% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days	X
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year	X
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X
Fixed-Income Mutual Funds	25%	10%	N/A	3 Years	
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A	
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity	Master Bond Resolution Permitted Investments
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Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization (“NRSRO”), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

Additionally, investments in any derivative products or the use of reverse repurchase agreements are specifically prohibited, unless permitted in Section XV of CFX’s Investment Policy.

Deposits

On June 30, 2020, the carrying amount of CFX’s various deposits accounts was \$571,232,298. CFX’s cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act, as required by Chapter 280, Florida Statutes.

Investments

Concentration of Credit Risk – As of June 30, 2020, and 2019, CFX did not invest in any one issuer that represented 5% or more of CFX’s total investment portfolio.

Interest Rate Risk - CFX’s Investment Policy states that portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. To the extent possible, an attempt will be made to match investment maturities with known cash needs. Investments of current operating funds shall have maturities of no longer than 24 months. Investments of debt obligation reserves, construction funds and other non-operating funds shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.5) years requires CFX’s approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 2 - Deposits and Investments (Continued)

CFX uses the distribution of maturities to manage interest rate risk. As of June 30, 2020, 23% of CFX's investments had a maturity of less than 6 months, 36% had a maturity of 6 to 12 months, 19% had a maturity of 1 to 2 years, 17% had a maturity of 2 to 3 years, 2% had a maturity of 3 to 4 years, and 3% had a maturity of over 4 years. As of June 30, 2019, 44% of CFX's investments had a maturity of less than 6 months, 4% had a maturity of 6 to 12 months, 20% had a maturity of 1 to 2 years, 24% had a maturity of 2 to 3 years, 4% had a maturity of 3 to 4 years, and 4% had a maturity of over 4 years.

Total distributions of maturities are as follows:

	As of June 30, 2020					Total
	(in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	
US Treasury Securities	\$ 17,008	\$ 170,446	\$ 80,621	\$ 49,585	\$ -	\$ 317,660
Federal Instruments	-	6,354	6,709	18,787	13,754	45,604
Corporate Note	7,426	24,875	18,893	20,079	2,279	73,552
Commercial Paper	103,123	2,993	-	-	-	106,116
Municipal Bond Note	-	-	-	1,766	57	1,823
Corp. Asset Backed Sec.	-	282	3,015	6,189	14,829	24,315
Total	\$ 127,557	\$ 204,950	\$ 109,238	\$ 96,406	\$ 30,919	\$ 569,070

	As of June 30, 2019					Total
	(in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	
US Treasury Securities	\$ 148,391	\$ 4,236	\$ 34,249	\$ 71,238	\$ -	\$ 258,114
Federal Instruments	-	-	-	7,073	9,367	16,440
Corporate Note	2,196	12,601	45,557	15,333	3,345	79,032
Commercial Paper	28,249	-	-	-	-	28,249
Municipal Bond Note	3,260	-	-	-	-	3,260
Corp. Asset Backed Sec.	-	35	3,092	6,553	19,346	29,026
Total	\$ 182,096	\$ 16,872	\$ 82,898	\$ 100,197	\$ 32,058	\$ 414,121

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 2 - Deposits and Investments (Continued)

Credit Risk and Fair Value Measurement - Total CFX deposits and investments are as follows:

	June 30, 2020	Fair Value Measurements Using (in thousands)	
		Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2)
United States Treasury Securities	\$ 317,660	\$ 317,660	
Commercial Paper	106,116	106,116	
Federal Instrumentalities	45,604	45,604	
Money Market Mutual Funds	152,540	152,540	
Municipal Bond Note	1,823	1,823	
Corporate Note	73,551	73,551	
Corporate Asset Backed Securities	24,316	-	\$ 24,316
Total investments by fair value measure	721,610	<u>\$ 697,294</u>	<u>\$ 24,316</u>
Total deposits	<u>418,692</u>		
Total deposits and investments	1,140,302		
Restricted	<u>742,835</u>		
Unrestricted	<u>\$ 397,467</u>		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 2 - Deposits and Investments (Continued)

	June 30, 2019	Fair Value Measurements Using (in thousands)	
		Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2)
United States Treasury Securities	\$ 258,114	\$ 258,114	
Commercial Paper	28,249	28,249	
Federal Instrumentalities	16,440	16,440	
Money Market Mutual Funds	32,411	32,411	
Municipal Bond Note	3,260	3,260	
Corporate Note	79,032	79,032	
Corporate Asset Backed Securities	29,026	-	\$ 29,026
Total investments by fair value measure	446,532	<u>\$ 417,506</u>	<u>\$ 29,026</u>
Total deposits	<u>201,199</u>		
Total deposits and investments	647,731		
Restricted	<u>371,001</u>		
Unrestricted	<u>\$ 276,730</u>		

Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for identical assets or liabilities. Securities classified in Level 2 of the fair value hierarchy are valued using prices quoted in active markets for similar assets or liabilities.

Federal Instrumentalities, and U.S. Government Supported Corporate Debt Notes/Bonds are rated "AA+" by Standard & Poor's. The investments in Municipal Obligations are rated "AA" by Standard & Poor's. The Corporate Notes Standard & Poor's credit ratings are "AAA", "AA+", "AA", "AA-", "A+", and "A". The Commercial Paper is rated "A-1+" and "A-1" by Standard & Poor's. The Florida PRIME and Money Market Mutual Funds are rated "AAAm" by Standard & Poor's.

Custodial Credit Risk - All CFX depositories are members of the State of Florida collateral pool. The State of Florida collateral pool is a multiple, financial institution collateral pool with the ability to make additional assessments to satisfy the claims of governmental entities if any member institution fails. This ability provides protection, which is similar to depository insurance.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 2 - Deposits and Investments (Continued)

CFX's Investment Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and requires that securities be designated as an asset of CFX.

As of June 30, 2020 and 2019, all of CFX's securities were held in a bank's trust/custodial department in CFX's name.

Restricted Cash and Investments - Cash, cash equivalents and investments restricted in accordance with bond provisions and other agreements are as follows:

	June 30,	
	2020	2019
	(in thousands)	
Reserve funds:		
Operations, maintenance and administrative reserve	\$ 12,552	\$ 11,796
Poinciana Parkway	-	24,230
Renewal and replacement reserve	16,978	27,311
Total reserve funds	29,530	63,337
Bond funds:		
Principal and interest accounts	137,740	166,607
Reserve accounts	127,990	75,740
Total bond funds	265,730	242,347
Construction funds:		
2018 construction funds	-	65,317
2019 construction funds	447,576	-
Total construction funds	447,576	65,317
Total restricted cash, cash equivalents and investments	742,836	371,001
Portion related to cash and cash equivalents	422,474	147,007
Portion related to investments	\$ 320,362	\$ 223,994

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 3 - Due From Governmental Agencies

Due from governmental agencies consists of the following:

	June 30,	
	2020	2019
	<i>(in thousands)</i>	
E-ZPass - E-ZPass Customers' use of E-Pass Roads	\$ 571	\$ 569
Florida Department of Transportation - Operations and Maintenance Reimbursement	1,114	1,049
Florida Department of Transportation - SunPass Customers' use of E-PASS Roads	4,374	10,614
Florida's Turnpike Enterprise - SR 417 Widening Reimbursement	178	509
Lee County - LeeWay Customers' use of E-PASS	3	7
Orange County - Fines/Fees	242	176
Orange County - Parcel 800	-	13
Orlando Utilities Commission - SR 528/436 Widening JPA	292	-
Osceola County - CR 532 Widening JPA	10	-
Orange County JPA	389	-
	\$ 7,173	\$ 12,937
Less current portion	(7,173)	(12,937)
	\$ -	\$ -

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 4 - Capital Assets

Capital assets are summarized as follows (in thousands):

	June 30, 2019	Additions	Reductions	Transfers	June 30, 2020
Infrastructure (non-depreciable):					
Right-of-way	\$ 913,613	\$ 91	\$ (333)	\$ 10,127	\$ 923,498
Highways and bridges	3,371,577	4,108	(2,160)	168,685	3,542,210
Total infrastructure (non-depreciable)	<u>4,285,190</u>	<u>4,199</u>	<u>(2,493)</u>	<u>178,812</u>	<u>4,465,708</u>
Construction in progress (non-depreciable):					
Right-of-way	8,065	71,000	-	(10,127)	68,938
Highways and bridges	348,888	183,454	-	(168,685)	363,657
Buildings and toll facilities	1,305	189	-	(311)	1,183
Toll equipment	46,015	4,082	-	(827)	49,270
Furniture, equipment and other	8,708	24,432	-	(10,191)	22,949
Total construction in progress (non-depreciable)	<u>412,981</u>	<u>283,157</u>	<u>-</u>	<u>(190,141)</u>	<u>505,997</u>
Property and equipment (depreciable):					
Toll equipment	102,204	-	(1,045)	827	101,986
Buildings and toll facilities	163,649	65	-	311	164,025
Furniture, equipment and other	76,005	811	(1,240)	10,191	85,767
Total property and equipment (depreciable)	<u>341,858</u>	<u>876</u>	<u>(2,285)</u>	<u>11,329</u>	<u>351,778</u>
Less accumulated depreciation for:					
Toll equipment	(93,709)	(3,425)	1,032	-	(96,102)
Buildings and toll facilities	(71,878)	(5,166)	-	-	(77,044)
Furniture, equipment and other	(42,712)	(6,776)	970	-	(48,518)
Total accumulated depreciation	<u>(208,299)</u>	<u>(15,367)</u>	<u>2,002</u>	<u>-</u>	<u>(221,664)</u>
Total property and equipment being depreciated, net	<u>133,559</u>	<u>(14,491)</u>	<u>(283)</u>	<u>11,329</u>	<u>130,114</u>
Total capital assets	<u>\$ 4,831,730</u>	<u>\$ 272,865</u>	<u>\$ (2,776)</u>	<u>\$ -</u>	<u>\$ 5,101,819</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 4 - Capital Assets (Continued)

	June 30, 2018	Additions	Reductions	Transfers	June 30, 2019
Infrastructure (non-depreciable):					
Right-of-way	\$ 905,374	\$ 688	\$ (97)	\$ 7,648	\$ 913,613
Highways and bridges	3,268,030	86,819	(247)	16,975	3,371,577
Total infrastructure (non-depreciable)	<u>4,173,404</u>	<u>87,507</u>	<u>(344)</u>	<u>24,623</u>	<u>4,285,190</u>
Construction in progress (non-depreciable):					
Right-of-way	9,249	6,464	-	(7,648)	8,065
Highways and bridges	177,637	188,226	-	(16,975)	348,888
Buildings and toll facilities	1,196	1,547	-	(1,438)	1,305
Toll equipment	36,745	9,270	-	-	46,015
Furniture, equipment and other	6,749	9,420	(935)	(6,526)	8,708
Total construction in progress (non-depreciable)	<u>231,576</u>	<u>214,927</u>	<u>(935)</u>	<u>(32,587)</u>	<u>412,981</u>
Property and equipment (depreciable):					
Toll equipment	102,624	-	(420)	-	102,204
Buildings and toll facilities	162,198	13	-	1,438	163,649
Furniture, equipment and other	67,494	2,604	(619)	6,526	76,005
Total property and equipment (depreciable)	<u>332,316</u>	<u>2,617</u>	<u>(1,039)</u>	<u>7,964</u>	<u>341,858</u>
Less accumulated depreciation for:					
Toll equipment	(90,034)	(4,050)	375	-	(93,709)
Buildings and toll facilities	(66,539)	(5,339)	-	-	(71,878)
Furniture, equipment and other	(34,109)	(9,156)	553	-	(42,712)
Total accumulated depreciation	<u>(190,682)</u>	<u>(18,545)</u>	<u>928</u>	<u>-</u>	<u>(208,299)</u>
Total property and equipment being depreciated, net	<u>141,634</u>	<u>(15,928)</u>	<u>(111)</u>	<u>7,964</u>	<u>133,559</u>
Total capital assets	<u>\$ 4,546,614</u>	<u>\$ 286,506</u>	<u>\$ (1,390)</u>	<u>\$ -</u>	<u>\$ 4,831,730</u>

In fiscal year 2019, CFX adopted GASB Statement No. 89 standard which requires interest costs to be expensed as incurred. As a result, interest is no longer capitalized as part of the historical cost of a capital asset.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 4 - Capital Assets (Continued)

Goldenrod Project - On March 24, 1999, CFX signed the Goldenrod Road Extension Development Agreement (the "Agreement") for the extension of Goldenrod Road to SR 528 (the "Extension"). The Agreement is between CFX and other local agencies and governments, including the City of Orlando (the "City"), Greater Orlando Aviation Authority ("GOAA") and Orange County (the "County"). Under the Agreement, each of the parties agreed to contribute a set amount toward construction of the Extension. The contributions made by each party for construction are as follows:

City of Orlando	\$ 2,000,000
GOAA	\$ 4,500,000
Orange County	\$ 1,000,000
CFX	\$ 38,010,458

CFX's responsibilities under the Agreement were to acquire, design and construct the right-of-way for the Extension. Construction of the Extension began in January 2001 and opened to traffic in March 2004. Under the terms of the Agreement, toll revenues generated from the Extension will be distributed, first to operating cost, then to repay the contributions to each contributing party.

The construction costs of the roadway, toll plaza and toll equipment are included in CFX's capital assets. These assets will remain the property of CFX until the final payments of all contributions are made. Upon the final repayment of all contributions, ownership of the roadway will revert to the City and the City will be responsible for all future maintenance costs. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-System project, it is reported net in the non-operating section of the statements of revenues, expenses and changes in net position. The toll revenues generated from the Extension are not pledged to CFX's bond indebtedness.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt

Revenue Bonds Payable - A summary of changes in revenue bonds payable is as follows (in thousands):

	June 30, 2019	Additions	Deletions	June 30, 2020
Series 2008B1	\$ 130,135		(260)	\$ 129,875
Series 2008B2	117,685		(290)	117,395
Series 2008B3	148,790		(300)	148,490
Series 2008B4	99,165		(200)	98,965
Series 2010B	67,330		(6,570)	60,760
Series 2012	157,835		(23,520)	134,315
Series 2012A	48,200		(6,005)	42,195
Series 2013A	242,320			242,320
Series 2013B	135,450		(19,725)	115,725
Series 2013C	103,740		(920)	102,820
Series 2016A	150,250		(755)	149,495
Series 2016B	623,850		(1,860)	621,990
Series 2017	339,885		(610)	339,275
Series 2018	221,045		(2,010)	219,035
Series 2019A	-	129,550		129,550
Series 2019B	-	441,390		441,390
	<hr/> 2,585,680	570,940	(63,025)	3,093,595
Add unamortized bond premium	215,859	105,131	(16,471)	304,519
Less current portion of revenue bonds payable	(63,025)	(72,700)	63,025	(72,700)
Revenue bonds payable - net of current portion	<hr/> <hr/> \$ 2,738,514	\$ 603,371	\$ (16,471)	\$ 3,325,414

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

	June 30, 2018	Additions	Deletions	June 30, 2019
Series 2008B1	\$ 130,360		(225)	\$ 130,135
Series 2008B2	117,865		(180)	117,685
Series 2008B3	149,060		(270)	148,790
Series 2008B4	99,335		(170)	99,165
Series 2010B	73,640		(6,310)	67,330
Series 2012	180,370		(22,535)	157,835
Series 2012A	53,815		(5,615)	48,200
Series 2013A	242,320			242,320
Series 2013B	154,320		(18,870)	135,450
Series 2013C	104,630		(890)	103,740
Series 2015 Senior Lien BANs	193,695		(193,695)	-
Series 2016A	150,985		(735)	150,250
Series 2016B	625,645		(1,795)	623,850
Series 2017	341,210		(1,325)	339,885
Series 2018		221,045		221,045
	<u>2,617,250</u>	<u>221,045</u>	<u>(252,615)</u>	<u>2,585,680</u>
Add unamortized bond premium	205,185	24,764	(14,090)	215,859
Less current portion of revenue bonds payable	(252,615)	(63,025)	252,615	(63,025)
Revenue bonds payable - net of current portion	<u>\$ 2,569,820</u>	<u>\$ 182,784</u>	<u>\$ (14,090)</u>	<u>\$ 2,738,514</u>

In the 2002 legislative session, the Florida Legislature amended Chapter 348, Part V (now Part III of the "Expressway Act") to, among other things, revise and expand the powers of CFX to finance or refinance its projects, including the power to refund bonds previously issued on behalf of CFX by the State of Florida Division of Bond Finance of the State Board of Administration (Division of Bond Finance), through the issuance of its own bonds or other obligations. Consistent with the authority granted in the Expressway Act, CFX adopted an Authority Bond Resolution on July 2, 2002, authorizing the issuance of up to \$2,000,000,000 of additional bonds or other indebtedness to finance projects of CFX. Although not required, the first issuance of bonds by CFX under the Authority Bond Resolution was validated by the Circuit Court of the Ninth Judicial Circuit of Florida, in Orange County, Florida, on September 20, 2002.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

On January 28, 2003, the Division of Bond Finance adopted a resolution formally recognizing CFX as the issuer of bonds under that certain Master Junior Lien Bond Resolution pursuant to which the Division of the Bond Finance had previously issued bonds on behalf of CFX. CFX further adopted, on February 3, 2003, an Amended and Restated Master Bond Resolution pursuant to which CFX amended and restated the Authority Bond Resolution and the Master Junior Lien Resolution into a single, consolidated, single-lien resolution to govern the existing outstanding bonds and future bond indebtedness of CFX. All bonds or other obligations issued under the Amended and Restated Master Bond Resolution are payable from, and secured by, a pledge of net revenues from the operation of the System.

As notated in Note 1, on June 20, 2014, the Governor of Florida signed a bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. Central Florida Expressway Authority assumed all the debt of the former Orlando-Orange County Expressway Authority pursuant to Chapter 2014-171, Public Laws of Florida.

Fixed Rate Debt

The Central Florida Expressway Authority Revenue Bonds, Series 2019A, were originally issued on December 5, 2019 and were outstanding in the aggregate principal amount of \$129,550,000 on June 30, 2020, including \$65,935,000 of serial bonds and \$63,615,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2020 through July 1, 2039 in amounts ranging from \$1,180,000 to \$5,015,000, plus interest. Two term bonds were issued in the amounts of \$28,535,000 and \$35,080,000 and mature July 1, 2044 and July 1, 2049, respectively. The 2019A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2019A Bonds is due and paid semiannually. The purpose of the Series 2019A Bonds was to purchase the Poinciana Parkway System from Osceola County.

The Central Florida Expressway Authority Revenue Bonds, Series 2019B, were originally issued on December 5, 2019 and were outstanding in the aggregate principal amount of \$441,390,000 on June 30, 2020, including \$218,275,000 of serial bonds and \$223,115,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2020 through July 1, 2039 in amounts ranging from \$3,905,000 to \$16,895,000, plus interest. Two term bonds were issued in the amounts of \$98,015,000 and \$125,100,000 and mature July 1, 2044 and July 1, 2049, respectively. The 2019B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2019B Bonds is due and paid semiannually. The purpose of the Series 2019B Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Revenue Bonds, Series 2018, were originally issued on November 29, 2018 and were outstanding in the aggregate principal amount of \$219,035,000 and \$221,045,000 on June 30, 2020 and 2019 respectively, including \$125,540,000 of serial bonds and \$93,495,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2020 through July 1, 2040 in amounts ranging from \$3,515,000 to \$9,325,000, plus interest.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

Two term bonds were issued in the amounts of \$30,865,000 and \$62,630,000 and mature July 1, 2043 and July 1, 2048, respectively. The 2018 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2018 Bonds is due and paid semiannually. The purpose of the Series 2018 Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017, were originally issued on December 28, 2017 and were outstanding in the aggregate principal amount of \$339,275,000 and \$339,885,000 on June 30, 2020 and 2019 respectively, including \$241,165,000 of serial bonds and \$98,110,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2020 through July 1, 2042 in amounts ranging from \$645,000 to \$56,340,000, plus interest. The term bond is due on July 1, 2041. The 2017 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2017 Bonds is due and paid semiannually. The purpose of the Series 2017 Bonds was to refund all of the Series 2007A, 2010A, and 2010C Bonds and a portion of the 2010B Bonds, for net present value savings of \$39,795,910, which represents \$61,030,269 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$26,266,627.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016B, were originally issued on November 2, 2016 and were outstanding in the aggregate principal amount of \$621,990,000 and \$623,850,000 on June 30, 2020 and 2019 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2020 through July 1, 2040 in amounts ranging from \$1,960,000 to \$66,520,000, plus interest. The 2016B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016B Bonds is due and paid semiannually. The purpose of the Series 2016B Bonds was to refund portions of the Series 2007A, 2010A, 2010B and 2010C Bonds for net present value savings of \$65,239,436, which represents \$92,180,668.91 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$75,028,080.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016A, were originally issued on April 26, 2016 and were outstanding in the aggregate principal amount of \$149,495,000 and \$150,250,000 on June 30, 2020 and 2019 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2020 through July 1, 2032 and July 1, 2036 through July 1, 2037 in amounts ranging from \$795,000 to \$28,000,000, plus interest. The 2016A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016A Bonds is due and paid semiannually. The purpose of the Series 2016A Bonds was to refund a portion of the Series 2007A Bonds for net present value savings of \$27,251,546, which represents \$40,378,823 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$5,296,435.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Refunding Revenue Bond, Series 2013C, was originally issued on September 12, 2013 and was outstanding in the aggregate principal amount of \$102,820,000 and \$103,740,000 on June 30, 2020 and 2019, respectively. The bond was issued in the form of a bank loan directly with the bondholder, STI Institutional & Government, Inc. The outstanding amount of the bond is due in annual installments on July 1, 2020 through July 1, 2032 in amounts ranging from \$965,000 to \$15,740,000, plus interest. The 2013C Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013C Bond is due and paid semiannually. The Series 2013C Bond was issued for the purpose of refunding the Series 2003D Bonds and to fund the termination payment related to the associated swap. The refunding resulted in a deferred outflow of \$15,599,396, most of which was related to the swap termination payment. The difference between the cash flow of the old debt and the cash flow of the new debt was \$3,440,975 lower post-refunding, which represents \$2,500,470 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate. In fiscal year 2017, CFX renegotiated the bank loan with STI Institutional & Government Inc. and on November 2, 2016 the interest rate was lowered to 2.75%. This lower rate will generate \$10,961,178 of savings over the term of the loan which represents \$9,168,845 on a net present value basis.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013B, were originally issued on January 2, 2013 and were outstanding in the aggregate principal amount of \$115,725,000 and \$135,450,000 on June 30, 2020 and 2019, respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments on July 1, 2020 through July 1, 2025 in amounts ranging from \$2,475,000 to \$24,710,000, plus interest. The 2013B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013B Bonds is due and paid semiannually. The Series 2013B Bonds were issued for the purpose of refunding the Series 2003C2 and 2003C4 Bonds and to fund the termination payments related to the associated swaps. The refunding resulted in a deferred outflow of \$42,223,850, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$5,959,376 higher post-refunding, which represents \$4,868,985 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013A, were originally issued on April 3, 2013 and were outstanding in the aggregate principal amount of \$242,320,000 on June 30, 2020 and 2019, including \$110,545,000 of serial bonds and \$131,775,000 of term bonds. The serial bonds are due in annual installments beginning on July 1, 2026 through July 1, 2032 in amounts ranging from \$7,065,000 to \$24,875,000, plus interest. The term bond is due on July 1, 2035. The 2013A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013A Bonds is due and paid semiannually. The purpose of the Series 2013A Bonds was to refund the Series 2003B Bonds for net present value savings of \$35,842,015, which represents \$60,831,999 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was \$2,750,505.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Fixed Rate Debt (Continued)

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2012, were originally issued on November 29, 2012 and were outstanding in the aggregate principal amount of \$134,315,000 and \$157,835,000 on June 30, 2020 and 2019 respectively, all of which were serial bonds. The serial bonds are due beginning on July 1, 2020 through July 1, 2025 in amounts ranging from \$24,575,000 to \$29,240,000, plus interest. The 2012 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2012 Bonds is due and paid semiannually. See below for the purpose, economic and accounting impacts of the refunding.

The Central Florida Expressway Authority General Reserve Fund Obligation Bond, Series 2012A, was originally issued on November 29, 2012 and was outstanding in the aggregate principal amount of \$42,195,000 and \$48,200,000 on June 30, 2020 and 2019 respectively. The bond was issued in the form of a subordinate bank loan directly with the bondholder, SunTrust Bank. The bond is due in annual installments beginning on July 1, 2020 through July 1, 2025 in amounts ranging from \$6,415,000 to \$8,485,000, plus interest. The 2012A Bond is payable from, and secured by, a pledge of the general fund, which is junior and subordinate to the net revenues from the operation of the expressway System pledged to senior lien parity bonds. Interest on the 2012A Bond is due and paid semiannually.

Collectively, the purpose of the Series 2012 and 2012A Bonds was to refund the Series 2003C1 and 2003C3 Bonds and to fund the termination payments on the associated swaps. The refunding resulted in a deferred outflow of \$60,159,863, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was \$7,202,160 higher post-refunding, which represents \$4,712,369.37 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2010B, were originally issued on June 30, 2010 and were outstanding in the aggregate principal amount of \$60,760,000 and \$67,330,000 on June 30, 2020 and 2019, respectively. The bonds were issued as serial bonds and the outstanding bonds are due in annual installments on July 1, 2020 through July 1, 2021 in amounts ranging from \$6,880,000 to \$53,880,000, plus interest. Interest on the 2010B Bonds is due and paid semiannually. Portions of the Series 2010B Bonds was refunded by the Series 2016B Bond and Series 2017 Bond as stated above.

Variable Rate Debt

On May 1, 2008, CFX issued Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, Series 2008B1, 2008B2, 2008B3 and 2008B4 (collectively, "2008B Bonds"), for the purpose of refunding the Series 2005A, 2005B, 2005C, 2005D, and 2005E Bonds (collectively, "2005 Bonds"), of which \$129,875,000, \$117,395,000, \$148,490,000, \$98,965,000 and \$130,135,000, \$117,685,000, \$148,790,000, \$99,165,000 was outstanding on June 30, 2020 and 2019, respectively. The 2008B Bonds were issued in four sub-series in the initial aggregate principal amount of \$499,105,000, including Series 2008B1 in the initial principal amount of \$131,025,000; Series 2008B2 in the initial principal amount of \$118,500,000; Series 2008B3 in the initial principal amount of \$149,760,000; and 2008B4 in the initial principal amount of \$99,820,000.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Variable Rate Debt (Continued)

The Series 2008B Bonds are dated the date of their original issuance and delivery and mature on July 1, 2040. The Series 2008B Bonds were initially issued and currently outstanding in a variable rate mode, with the interest rate on the Series 2008B Bonds resetting on a weekly basis and interest payable on a monthly basis.

In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2016, the Series 2008B2 Bonds were converted to a bank rate mode and directly placed with the bondholder. All 2008B bonds remain in bank purchase mode. The bank rate also resets on a weekly basis and is tied to the SIFMA index plus a spread.

The 2008B Bonds are subject to optional and mandatory redemption and optional and mandatory tender for purchase prior to maturity. Amortization installments for the mandatory redemption of the 2008B Bonds began on July 1, 2014.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2019, are summarized as follows (all amounts in thousands). The totals below are net of capitalized interest funds available for debt service. For purposes of this note, the interest rate applicable to variable rate bonds is the synthetic fixed rate of 4.7753% for the 2008 Bonds. None of the fees associated with liquidity, letters of credit, or remarketing arrangements are included in the chart below, nor are the incremental rates paid on any floating rate note arrangements.

	Principal	Interest	Total P&I Due	Capitalized Interest	Net Due
2021	\$ 72,700	\$ 135,948	\$ 208,648		\$ 208,648
2022	79,965	137,704	217,669		217,669
2023	82,790	133,069	215,859		215,859
2024	86,790	128,137	214,927		214,927
2025	90,950	123,742	214,692		214,692
2026-2030	601,335	537,088	1,138,423		1,138,423
2031-2035	737,945	388,205	1,126,150		1,126,150
2036-2040	747,745	217,466	965,211		965,211
2041-2045	381,900	81,214	463,114		463,114
2046-2050	211,475	24,342	235,817		235,817
	<u>\$ 3,093,595</u>	<u>\$ 1,906,915</u>	<u>\$ 5,000,510</u>	<u>\$ -</u>	<u>\$5,000,510</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Hedging Derivative Instruments – Cash Flow Hedges

Variable-to-Fixed Rate Interest Rate Swaps - On July 13, 2004, CFX entered into five forward-starting, synthetic fixed rate swap agreements totaling \$499,105,000 (“2004 Swaps”), attributable to the \$199,645,000 Series 2005A Bonds, the \$149,760,000 Series 2005B Bonds, the \$99,820,000 Series 2005C Bonds, the \$24,940,000 Series 2005D Bonds, and the \$24,940,000 Series 2005E Bonds. On May 1, 2008, all Series 2005 Bonds were redeemed, and the 2004 Swaps are now associated with the Series 2008B Refunding Bonds described above.

Objective of Swaps and Nature of Hedged Risk: CFX entered into the 2004 Swaps in order to ensure its ability to fund its Five-Year Work Plan, then valued at \$1,240,300,000 and in order to manage the interest rate exposure that CFX was subject to as a result of issuing its variable rate bonds.

Strategy to Accomplish Hedge Objective: In order to achieve the stated objectives, CFX issued variable rate bonds with a weekly reset and entered into swap agreements to obtain the synthetic fixed rate. In 2004, CFX entered into five separate forward-starting, interest rate swap agreements with five separate counterparties. The 2004 Swaps remained in place at the time of issuance of the 2005 Bonds.

Summary Derivative Hedging Instruments: On July 13, 2004, CFX entered into five separate forward-starting, interest rate swap agreements with an effective date of March 1, 2005, all of which were associated with the Series 2005 Bonds. There was no cash exchanged at the time these forward agreements were entered into.

The interest rate swap transactions were executed in order to accomplish the synthetic fixed rates, as noted below. CFX has a cancellation option in the swap with UBS AG. A summary of these transactions and the significant terms, as well as the credit ratings on the counterparties as of June 30, 2020 and 2019, are as follows:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Hedging Derivative Instruments – Cash Flow Hedges (Continued)

	<u>Series 2005A</u>	<u>Series 2005B</u>	<u>Series 2005C</u>	<u>Series 2005D</u>	<u>Series 2005E</u>
<i>Notional Value</i> <i>(as of 6/30/2020)</i>	\$197,890,000	\$148,438,000	\$98,945,000	\$24,726,000	\$24,726,000
<i>Fixed Rate</i>	4.7753%	4.7753%	4.7753%	4.7753%	4.7753%
<i>Fixed Payer</i>	CFX	CFX	CFX	CFX	CFX
<i>Floating Rate</i>	SIFMA	SIFMA	SIFMA	SIFMA	SIFMA
	Weekly Index	Weekly Index	Weekly Index	Weekly Index	Weekly Index
<i>Maturity Date</i>	1-Jul-40	1-Jul-40	1-Jul-40	1-Jul-40	1-Jul-40
<i>Settlement</i>	Monthly	Monthly	Monthly	Monthly	Monthly
<i>Premium Paid</i>	None	None	None	None	None
<i>Counterparty</i>	UBS AG	Citibank	Morgan Stanley Capital Services Inc.	RBC Dain	JP Morgan*
<i>Ratings 6/30/2019</i> <i>(S&P/Moody's/Fitch)</i>	A+/Aa3/AA-	A+/Aa3/A+	BBB+/A3/A	AA-/Aa2/AA	A+/Aa2/AA
<i>Ratings 6/30/2020</i> <i>(S&P/Moody's/Fitch)</i>	A+/Aa3/AA-	A+/Aa3/A+	BBB+/A3/A	AA-/Aa2/AA	A+/Aa2/AA

*Originally with Bear Stearns Financial Products, Inc. By novation agreement dated April 22, 2009, this swap was transferred to JP Morgan Chase Bank, N.A.

Type of Hedge: Discrete Cash Flow

Fair Value: All of CFX's derivative instruments are considered effective cash flow hedges because they meet the consistent critical terms method criteria. Therefore, the fair value is reported as a deferred outflow on the balance sheets.

CFX has obtained independent market value evaluations of its swap transactions. These fair value estimates are based on expected forward LIBOR swap rates and discounted expected cash flows (Level 3 inputs). The appropriate LIBOR percentages that relate to the tax-exempt SIFMA swap rates are applied to the LIBOR swap curve to derive the expected forward SIFMA swap rates. On a current mark-to-market basis, the net present value of the swaps would require CFX to make an estimated combined termination payment, in the event that all of the outstanding swaps were terminated on June 30, 2020 or June 30, 2019, of \$230,129,177 and \$177,483,541, respectively. The change in fair value at FYE 2020 was \$52,645,636 higher than at FYE 2019 and the change in fair value at FYE 2019 was \$41,651,180 higher than at the prior year end.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Hedging Derivative Instruments – Cash Flow Hedges (Continued)

Risks: CFX monitors the various risks associated with the Swap Agreements. Based upon the assessment, CFX reviewed the following risks:

Credit Risk: CFX has adopted an Interest Rate Risk Management Policy whereby, prior to entering into an interest rate exchange agreement, CFX will require the counterparty to (i) have an initial rating of at least AA-/Aa3/AA- by at least one of the three nationally recognized credit rating agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular transaction. For all executed agreements, the counterparties met the criteria in (i) above at the time of execution.

Similar to the experience of many financial product providers in recent years, four of the five counterparties have dropped below the initial required rating levels. A summary of the credit ratings of the counterparties as of June 30, 2019 and 2020, is shown previously under *Summary of Derivative Hedging Instruments*. CFX's Interest Rate Risk Management Policy does not contain a specific requirement for collateral posting in the event of a counterparty downgrade below the minimum requirements; however, the agreements require that the counterparties post suitable and adequate collateral if the termination values were such that a payment would be due to CFX. As of June 30, 2020 and 2019, that is not the case; therefore, there is no reportable risk of loss to CFX due to credit risk. The following terms of the Swaps and all Series 2008B Bond obligations are identical:

1. The total notional amount of the Swaps equals the total issued principal amount of CFX's revenue bonds that are subject to the Swaps.
2. The re-pricing dates of the Swaps match those of the related bonds, specifically, all Series 2008B Bonds.
3. The amortization of the Swaps matches the amortization of the bonds.

CFX does not have a specific policy regarding entering into master netting arrangements, nor has it entered into any such master arrangements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Interest Rate Risk: CFX implemented a strategy on the Swaps associated with the Series 2008B Bonds, which was designed to provide a synthetic fixed rate.

Basis Risk: Basis risk for CFX's derivatives would be the risk that the weekly rates on its variable rate bonds would not match the index referenced in the interest rate exchange agreements. The Series 2005 variable rate bonds were issued to bear interest at the seven-day market rate, whereas the underlying swap agreements pay CFX interest at the weekly TBMA (now known as SIFMA) index rate. Since the variable rate paid by the counterparties on the interest rate swaps is the SIFMA index, CFX reasonably assumed that the hedging relationship would be highly effective in providing counterparty payments to CFX in amounts necessary to pay the synthetic fixed rate on the Series 2005 Bonds. However, during fiscal year 2008, CFX experienced some basis spread on the Series 2005 Bonds subsequent to Fitch's downgrade of Ambac, the bonds' insurer. In order to mitigate this spread, CFX took action to redeem the bonds and issued the Series 2008B Refunding Bonds, backed by letters of credit. In fiscal year 2012, the Series 2008B3 and 2008B4 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2015, the Series 2008B1 Bonds were converted to a bank rate mode and directly placed with the bondholder. In fiscal year 2016, the Series 2008B2 Bonds were converted to a bank rate mode and directly placed with the bondholder. The bank rates for all the Series are reset on a weekly basis and are tied to the SIFMA index plus a spread. Therefore, basis risk for these bonds has been eliminated during the bank rate period.

Termination Risk: CFX is subject to termination risk but determined at the time to mitigate that risk by acquiring swap insurance policies for the swaps associated with the Series 2008B Bonds. Each of CFX's outstanding interest rate exchange agreements contain an Additional Termination Event provision, which is triggered by certain downgrades in the credit ratings of the respective parties, but each such provision is subject to the Insurer Provisions contained therein.

Under certain conditions set forth in the swap agreements, neither CFX nor the counterparty may designate an early termination date without the consent of the Insurer, unless an "Insurer Event" has occurred whereby the Swap Insurer (i) fails to meet its payment obligations under the swap, (ii) fails to maintain a minimum claims-paying ability rating or financial-strength rating from either S&P or Moody's described in the respective swap agreements or (iii) has its rating from either S&P or Moody's withdrawn or suspended and such rating is not reinstated within 30 days of such withdrawal or suspension.

Additionally, for the 2004 Swaps, a Credit Support Annex was negotiated with the counterparties. During fiscal year 2009, the insurer on the swaps now associated with the Series 2008B Bonds (the "2004 Swaps"), was downgraded below the A-/A3 (S&P/Moody's) level. As such, an Insurer Event did take place. Three of the five agreements required that CFX demonstrate that it had maintained its own rating above the A-/A3 levels to prevent a termination. CFX has maintained its ratings at A/A2; therefore, it has complied with the requirements and no termination event has occurred.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

One agreement did not consider an Insurer Event grounds for early termination, unless some additional event of default had taken place, such as failure to meet the payment obligations, none of which have taken place. One agreement required that CFX either replace the insurer with another credit support facility or post collateral in the amount of the termination value in excess of \$15,000,000, based on CFX's credit rating. CFX received the notice of an Insurer Event from this counterparty on June 25, 2009 and posted collateral in July 2009. All investment income on the security posted as collateral, and the security itself, is income to, and an asset of, CFX. Per the agreement, the counterparty could request a maximum amount of \$32,969,920 as of June 30, 2020. However, the agreement only requires CFX to post collateral at the request of the counterparty. In compliance with the agreement and the most recent request, there was not a collateral posting as of June 30, 2020 or June 30, 2020.

As a result of CFX's compliance with the terms of the swap agreements and each applicable Credit Support Annex, as explained above, as of June 30, 2020 and 2019, no termination events have occurred.

Notwithstanding the Insurer Provisions under the swap agreements, CFX has the option to terminate all but one of the swaps at any time upon at least two business days' written notice to the counterparty. One agreement requires 30 days' written notice, a requirement which can be waived. Absent the Insurer Provisions, the counterparties may terminate the swap in the event of a default, such as: nonpayment, credit downgrade or failure to provide collateral.

Credit and Liquidity Access and Repricing Risk: CFX has reduced its basis and credit provider risks by placing the 2008B1, 2008B2, 2008B3 and 2008B4 Bonds in the bank rate mode directly with the bondholder at SIFMA plus a spread.

As of June 30, 2020, the expirations of the respective contracts were as follows:

<u>Bond Series</u>	<u>Type/Provider</u>	<u>Expiration Date</u>
Series 2008B1	FRN/Bank of America	Nov-2022
Series 2008B2	FRN/RBC Capital Markets	Jul-2023
Series 2008B3	FRN/Bank of America	Oct-2021
Series 2008B4	FRN/Wells Fargo	Jan-2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Associated Debt: The net cash flow of the underlying swap agreements compared to the variable rate bonds resulted in the following net cash inflows (outflows):

	<u>2003 Series</u>	<u>2005 Series</u>	<u>2008 Series</u>	<u>Total</u>
FY 2003	\$ 18,664	\$ -	\$ -	\$ 18,664
FY 2004	74,400	-	-	74,400
FY 2005	67,609	1,827	-	69,436
FY 2006	69,018	97,163	-	166,181
FY 2007	101,643	82,950	-	184,593
FY 2008	161,325	(2,434,950)	61,270	(2,212,355)
FY 2009	(8,421,180)	-	(487,400)	(8,908,580)
FY 2010	(506,773)	-	(165,018)	(671,791)
FY 2011	(1,115,769)	-	(263,904)	(1,379,673)
FY 2012	(1,742,406)	-	(242,174)	(1,984,580)
FY 2013	(6,639)	-	(35,814)	(42,453)
FY 2014	-	176	26,148	26,324
FY 2015	-	-	11,919	11,919
FY 2016	-	-	939	939
FY 2017	-	-	-	-
FY 2018	-	-	-	-
FY 2019	-	-	-	-
FY 2020	-	-	-	-
Total	<u>\$ (11,300,108)</u>	<u>\$ (2,252,834)</u>	<u>\$ (1,094,034)</u>	<u>\$ (14,646,976)</u>

Debt Service Reserve Requirements – CFX has purchased surety policies from bond insurers for the outstanding 2010B, 2012, 2013A, 2013B and 2016A Bonds. The Series 2016B and Series 2017 Bonds are secured by reserves comprised of a combination of cash and a surety policy. The Series 2018, 2019A and 2019B Series Bonds are secured by a cash reserve. The 2008B, 2012A and 2013C Bonds are not secured by a reserve. Bond covenants do not require minimum ratings for providers of surety policies.

Defeased Bonds – During 1998, CFX defeased the Series 1988 Bonds by placing the proceeds of the unused portion of the 1998 Bonds and a portion of the 1998 Bonds in an irrevocable escrow account to provide for all future debt service payments. The purpose of this defeasance was to provide additional financing flexibility, while maintaining CFX's targeted debt service ratio. As a result, the trust account assets and the liability for the defeased bonds are not included in CFX's balance sheets. The balance of defeased bonds outstanding for the 1988 Bonds was \$0 on June 30, 2020 and 2019, respectively.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

On November 2, 2016 CFX utilized proceeds from the issuance of the Series 2016B Refunding Bonds to fund an escrow to provide the for the payment of principal and interest on the refunded portion of the Series 2007A Bonds as of their call date of July 1, 2017 and the Series 2010A, 2010B and 2010C Bonds as of their call date of July 1, 2020.

On December 28, 2017 CFX utilized proceeds from the issuance of the Series 2017 Refunding Bonds to fund an escrow to provide the for the payment of principal and interest on the refunded Series 2007A Bonds as of their call date of July 1, 2021 and the Series 2010A, 2010B and 2010C Bonds as of the call date of July 1, 2020.

Principal maturities on those defeased bonds, based on July 1 payments each year, are as follows (in thousands):

Year Ending June 30,	1988 Bonds	2007A Bonds	2010A Bonds	2010B Bonds	2010C Bonds	Total
2021	\$ -	\$ 185,885	\$ 213,805	\$ 59,870	\$ 270,705	\$ 730,265

Loan/Lease Payable

On December 31, 2018, a lease purchase agreement and loan agreement between Osceola County and the Osceola Expressway Authority (OCX) for the operation of the Poinciana Parkway were transferred from OCX to CFX. CFX assumed all assets, liabilities, facilities, tangible and intangible property as well as any other legal rights of OCX. Osceola County's Series 2014 bonds and SIB loan incurred by the construction of the Poinciana Parkway remained outstanding at the time of this transaction. On December 5, 2019 CFX issued the 2019A bonds which were used to directly purchase the Poinciana Parkway system from Osceola county, subsequently all liabilities associated with the original lease purchase agreement were retired and all assets were assumed by CFX.

Change in Loan/Lease Payable - The following is a summary of changes in loan/lease payable (in thousands):

	June 30, 2019	Additions	Deletions	June 30, 2020	Due Within One year
Loan payable	\$ 3,564	\$ -	\$ 3,564	\$ -	\$ -
Lease payable	88,400	-	88,400	-	-
	<u>\$ 91,964</u>	<u>\$ -</u>	<u>\$ 91,964</u>	<u>\$ -</u>	<u>\$ -</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 5 - Long-Term Debt (Continued)

Due to Governmental Agencies

Due to governmental agencies consists of the following (in thousands):

	June 30, 2019	Additions	Deletions	June 30, 2020
Advances from FDOT for construction, operations and maintenance of certain plazas and roadways	\$ 1,404	\$ 1,507	(1,404)	\$ 1,507
Loans and advances for specific projects	200,706	-	(251)	200,455
Toll revenue due to other state agencies	4,816	85,577	(88,029)	2,364
	206,926	87,084	(89,684)	204,326
Less current portion	(6,471)	(4,117)	6,471	(4,117)
Due to other governments net of current portion	200,455	82,967	(83,213)	200,209

The following is a schedule by years of the minimum future payments on the amounts due to governmental agencies (all amounts in thousands):

Year Ending June 30,	Amount
2020	\$ 4,117
2021	-
2022	-
2023	-
2024	-
Thereafter	200,209
	\$ 204,326

Amounts included in "thereafter" are payable based on future events, as described below:

Included in the Loans and Advances for specific projects is \$4,637,000 for advances from the Greater Orlando Aviation Authority, the City of Orlando and Orange County for the extension of Goldenrod Road. The extension is a non-System project, and revenues from this project are utilized solely to pay expenses for the extension and to reimburse the funding partners, including CFX, for their original contribution to the project. Also included in Loans and Advances for specific projects is \$195,573,000 for a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan from the US Department of Transportation. This loan was secured from qualifying expenses for the acquisition of right-of-way and construction of the Wekiva Parkway. Principal repayments begin in 2028 and continue through 2049.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 6 - Leases

Operating Leases - CFX leases excess capacity of the Fiber Optic Network (FON) to Sprint Communications Company L.P. The original historic cost of this FON of \$19,172,000 is not depreciated because its expected life exceeds 100 years. This is a ten-year lease with three five-year renewal options. The annual rate of \$464,640, adjusted annually by the local Consumer Price Index, is presented as miscellaneous nonoperating revenues. If CFX terminates this agreement because of licensee's (Sprint's) default, the licensee shall pay CFX, as liquidated damages, an amount equal to the minimum total fees and charges for the remaining agreement term. There is no termination clause for the licensee except by default of CFX. The second five-year renewal was executed at the end of fiscal year 2016. The minimum future rentals for the remaining year is \$425,920.

Note 7 - Commitments and Contingencies

Commitments - Outstanding construction and other significant commitments for improvements, maintenance and operation of the System totaled approximately \$405,837,000 at June 30, 2020.

Pending Litigation - Various lawsuits and claims arising in the ordinary course of CFX's operations are pending against CFX.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 8 - Retirement Plans

Plan Descriptions

Florida Retirement System (FRS) Pension Plan - Most employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, defined-benefit retirement plan, or defined-contribution retirement plan, administered by the Florida Department of Administration, Division of Retirement. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the state of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Employees are classified in either the regular service class or the senior management service class ("SMSC"). The SMSC is for members who fill senior-level management positions. Employees classified as SMSC may opt out of participation in the FRS. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida Legislature.

Retiree Health Insurance Subsidy (HIS) Program – Employees of CFX also participate in the Retiree Health Insurance Subsidy (HIS) Program, which is a cost-sharing, multiple-employer defined-benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Public Employee Optional Retirement Program - Employees may participate in the Public Employee Optional Retirement Program (the "Investment Plan"), a defined-contribution retirement program, in lieu of participation in the defined-benefit retirement plan ("Pension Plan"). If the Investment Plan is elected, active membership in the defined-benefit retirement plan is terminated. Eligible members of the Investment Plan are vested at one year of service and receive a contribution for self-direction in an investment product with a third-party administrator selected by the State Board of Administration. The contribution rates for both fiscal 2020 and 2019 were 6.3% for regular class and 7.67% for senior management class.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 8 - Retirement Plans (Continued)

Benefits Provided – For employees in FRS, benefits are computed on the basis of age, average final compensation and service credit. Regular class and senior management class employees who were enrolled in the FRS prior to July 1, 2011 and retire at or after age 62 with at least six years of credited service, or 30 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, based on their final average compensation of their five highest fiscal years of pay for each year of credited service. Employees enrolled on or after July 1, 2011 and who retire at or after age 65 with at least eight years of credited service, or 33 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, as explained above based on their eight highest fiscal years of pay. Using their date of enrollment as a basis, vested employees with less than the minimum years of service may retire before the minimum age and receive reduced retirement benefits. A post-retirement health insurance subsidy is also provided to eligible retired employees through the FRS defined benefit, in accordance with Florida Statutes.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program (“DROP”). This program allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Contributions - Starting on July 1, 2011, Chapter 2011-68 of the Laws of Florida required members of the FRS not enrolled in DROP to contribute 3% of their salary to their retirement. Governmental employers are required to make contributions to the FRS based on statewide contribution rates. The fiscal year 2020 contribution rate applied to regular employee salaries was 8.47%, including 1.66% for a post-retirement health insurance subsidy (“HIS”). The fiscal year 2019 contribution rate was 8.26%, which included 1.66% for HIS. The fiscal year 2020 contribution rate applied to senior management salaries was 25.41%, including 1.66% HIS. The fiscal year 2019 contribution rate was 24.06%, which included 1.66% for HIS. The fiscal year 2020 contribution rate applied to the salaries of the employees in DROP was 14.60%, including 1.66% for HIS. The fiscal year 2019 contribution rate was 14.03%, which included 1.66% for HIS.

CFX’s actual contributions to the FRS for the fiscal years ended June 30, 2020 and 2019 were \$936,000 and \$896,000, respectively. Employee contributions were \$218,000 and \$212,000 for the fiscal years ended June 30, 2020 and 2019, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

CFX reported a liability of \$9,997,000 and \$8,312,000, at June 30, 2020 and 2019, respectively, for its proportionate share of the net pension liability of FRS and HIS. The net pension liability as of June 30, 2020 and 2019 was measured as of June 30, 2019 and 2018, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. CFX’s proportion of the net pension liability was based on CFX’s historical employer contributions to the pension plans for fiscal year 2018 and 2019 relative to the historical contributions of all participating employers. At June 30, 2019, CFX’s proportion was 0.0221% and 0.0214% for FRS and HIS, respectively, which was an increase of 0.0016% and an increase of 0.0012% from its respective proportion measured as of June 30, 2018.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 8 - Retirement Plans (Continued)

At June 30, 2018, CFX's proportion was 0.0205% and 0.0202% for FRS and HIS, respectively, which was an increase of 0.0004% and an increase of 0.0013% from its respective proportion measured as of June 30, 2017.

For the year ended June 30, 2020, CFX recognized pension expense of \$2,208,000 and \$265,000, for FRS and HIS, respectively. For the year ended June 30, 2019, CFX recognized pension expense of \$1,356,000 and \$223,000, for FRS and HIS, respectively.

At June 30, 2020 and June 30, 2019, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	As of June 30, 2020	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 451	\$ 8
Changes of assumptions	2,231	195
Differences between projected and actual earnings on pension plan investments	-	419
Changes in proportion	972	4
CFX contributions subsequent to the measurement date	844	-
Total	\$ 4,498	\$ 626

	As of June 30, 2019	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 556	\$ 23
Changes of assumptions	2,257	226
Differences between projected and actual earnings on pension plan investments	-	477
Changes in proportion	959	7
CFX contributions subsequent to the measurement date	805	-
Total	\$ 4,577	\$ 733

\$844,000 and \$805,000 reported as deferred outflows of resources related to pensions resulting from CFX contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2021 and June 30, 2020 respectively.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 8 - Retirement Plans (Continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows (in thousands):

Years Ending June 30:	Amount
2021	\$ 552
2022	522
2023	482
2024	434
2025	395
Thereafter	643

Actuarial Assumptions – The actuarial assumptions that determined the total pension liability as of June 30, 2020 and June 30, 2019, were based on the results of an actuarial experience study for the period July 1, 20013 – June 30, 2018.

Valuation date	July 1, 2018	July 1, 2019
Measurement date	June 30, 2018	June 30, 2019
Inflation	2.60%	2.60%
Salary increases, including inflation	3.25%	3.25%
Mortality	Generational RP-2000 with Projection Scale BB	PUB2010 base table varies by member category and sex, projected generationally with Scale MP-2018
Actuarial Cost Method	Individual Entry Age	Individual Entry Age

The long-term expected rate of return, net of investment expense on pension plan investments was 6.90% and 7.00% as of June 30, 2019 and June 30, 2018 respectively. This rate was determined using a forward-looking capital market economic model. The table below shows the assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The expected real rate of return is presented in arithmetic means.

Asset Class	Target Allocation	Annual Arithmetic Return
Cash	1%	3.3%
Fixed Income	18%	4.1%
Global equity	54%	8.0%
Real Estate (property)	10%	6.7%
Private equity	11%	11.2%
Strategic investments	6%	5.9%
Total	100.00%	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019

Note 8 - Retirement Plans (Continued)

Discount Rate – The discount rate used to measure the total pension liability was 6.90% and 7.00% for FRS for June 30, 2019 and June 30, 2018 respectively. The discount rate used to measure the total pension liability was 3.50% and 3.87% for HIS as of June 30, 2019 and June 30, 2018 respectively. For FRS, the plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

Sensitivity of CFX’s Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents CFX’s proportionate share of the net pension liability calculated using the discount rate of 6.90% and 7.00% for FRS for June 30, 2019 and June 30, 2018 respectively. The discount rate of 3.50% and 3.87% was used for HIS for June 30, 2019 and June 30, 2018 respectively. The following also presents what CFX’s proportionate share of the net pension liability would be at June 30, 2020 and 2019 if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the respective current rate:

		As of June 30, 2020		
		FRS		
		1% Decrease 5.9%	Current Discount Rate 6.9%	1% Increase 7.9%
CFX’s proportionate share of the net pension liability (asset)		\$ 13,151,181	\$ 7,607,701	\$ 2,977,957
		HIS		
		1% Decrease 2.50%	Current Discount Rate 3.50%	1% Increase 4.50%
CFX’s proportionate share of the net pension liability (asset)		\$ 2,729,721	\$ 2,391,238	\$ 2,109,321

		As of June 30, 2019		
		FRS		
		1% Decrease 6.0%	Current Discount Rate 7.0%	1% Increase 8.0%
CFX’s proportionate share of the net pension liability (asset)		\$ 11,278,799	\$ 6,177,976	\$ 1,945,186
		HIS		
		1% Decrease 2.87%	Current Discount Rate 3.87%	1% Increase 4.87%
CFX’s proportionate share of the net pension liability (asset)		\$ 2,430,551	\$ 2,134,044	\$ 1,886,888

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2020 and 2019**

Note 8 - Retirement Plans (Continued)

Change in Net Pension Liability - The following is a summary of changes in net pension liability (in thousands):

	June 30, 2019	Additions	Deletions	June 30, 2020	Due Within One year
Net pension liability	\$ 8,312	\$ 6,883	\$ 5,198	\$ 9,997	\$ -

	June 30, 2018	Additions	Deletions	June 30, 2019	Due Within One year
Net pension liability	\$ 7,979	\$ 5,712	\$ 5,379	\$ 8,312	\$ -

Pension Plan Fiduciary Net Position – Detailed information about FRS and HIS fiduciary net position is available in the separately issued FRS financial report. The latest available report may be obtained by writing to the Department of Management Services, Office of the Secretary, 4050 Esplanade Way, Tallahassee, FL 32399-0950 or from the website:
http://www.dms.myflorida.com/workforce_operations/retirement/publications

Note 9 - Risk Management

CFX is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which CFX purchases commercial insurance.

No settlements have exceeded coverage levels in place during 2018, 2019 and 2020.

CFX is covered by the State of Florida's State Group Insurance program, a risk management pool to which risk is transferred in exchange for annual premium payments.

Note 10 – Subsequent Events

On August 18, 2020, CFX issued Central Florida Expressway Authority Senior Lien Refunding Revenue Series 2020A Bond in the principal amount of \$155,915,000. The bond was issued in the form of a bank loan directly with the bondholder, STI Institutional & Government, Inc. The bond was issued for the purpose of: (i) currently refunding the outstanding Central Florida Expressway Authority Refunding Revenue Bond 2010B, (ii) currently refunding the outstanding Central Florida Expressway Authority Refunding Revenue Bond 2013C and (iii) paying the costs of issuance in relation to the Bond. The net present value of savings was \$11,219,373.

REQUIRED SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Trend Data on Infrastructure Condition

CFX elected to use the modified approach to account for maintenance of its infrastructure assets starting in fiscal year 1997. The FDOT annually inspects CFX’s roadways. The FDOT utilizes the Maintenance Rating Program (the “MRP”) to assess the condition of the System. Copies of the MRP manual may be obtained from the State Maintenance Office, 605 Suwannee Street, Mail Station 52, Tallahassee, FL 32399-0450. The MRP manual provides a uniform evaluation system for maintenance features of the State Highway System. The roadways are rated on a 100-point scale, with 100 meaning that every aspect of the roadway is in new and perfect condition. CFX’s System, as a whole, is given an overall rating, indicating the average condition of all roadways operated by CFX. The assessment of condition is made by visual and mechanical tests designed to reveal any condition that would reduce highway-user benefits below the maximum level of service. CFX’s policy is to maintain the roadway condition at a MRP rating of 80 or better. The results of the last three completed inspections are as follows:

Evaluation Period	
<u>Fiscal Year</u>	<u>Rating</u>
2020	91%
2019	91%
2018	92%
2017	89%

The budget-to-actual expenditures for preservation for the past five years are as follows:

<u>Fiscal Year</u>	<u>Budget</u>	<u>Actual</u>
	<i>(in thousands)</i>	
2020	\$ 51,040	\$ 31,002
2019	44,000	21,586
2018	31,850	33,837
2017	38,487	22,447
2016	42,406	15,964

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX's Proportionate Share of the Net Pension Liability

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the FRS Net Pension Liability	CFX's Proportionate Share of the FRS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the FRS Net Pension Liability as a Percentage of Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2020	2019	0.0220%	\$ 7,608	\$ 4,712	161.46%	82.61%
2019	2018	0.0205%	6,180	4,250	145.41%	84.26%
2018	2017	0.0201%	5,958	4,093	145.57%	83.89%
2017	2016	0.0191%	4,812	3,746	128.46%	84.88%
2016	2015	0.0174%	2,249	3,212	70.02%	92.00%
2015	2014	0.0157%	959	2,987	32.11%	96.09%
2014	2013	0.0091%	1,566	2,985	52.46%	88.54%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the HIS Net Pension Liability	CFX's Proportionate Share of the HIS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the HIS Net Pension Liability as a Percentage of Covered Payroll	HIS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2020	2019	0.0214%	\$ 2,391	\$ 7,147	33.45%	2.63%
2019	2018	0.0202%	2,134	6,585	32.41%	2.15%
2018	2017	0.0189%	2,021	6,023	33.55%	1.64%
2017	2016	0.0173%	2,018	5,345	37.75%	0.97%
2016	2015	0.0157%	1,603	4,769	33.61%	0.50%
2015	2014	0.0152%	1,418	4,507	31.46%	0.99%
2014	2013	0.0154%	1,343	4,482	29.96%	1.78%

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX Contributions

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	FRS Contributions in Relation to the		FRS Contribution Deficiency (Excess)	CFX's Covered Payroll	FRS Contributions as a Percentage of Covered Payroll
	FRS Contractually Required Contribution	Contractually Required Contribution			
2020	\$ 720	\$ 720	\$ -	\$ 5,100	14.12%
2019	685	685	-	4,712	14.54%
2018	585	585	-	4,250	13.76%
2017	524	524	-	4,093	12.80%
2016	465	465	-	3,746	12.41%
2015	424	424	-	3,212	13.20%
2014	344	344	-	2,987	11.52%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	HIS Contributions in Relation to the		HIS Contribution Deficiency (Excess)	CFX's Covered Payroll	HIS Contributions as a Percentage of Covered Payroll
	HIS Contractually Required Contribution	Contractually Required Contribution			
2020	\$ 124	\$ 124	\$ -	\$ 7,441	1.67%
2019	119	119	-	7,147	1.67%
2018	109	109	-	6,585	1.66%
2017	100	100	-	6,023	1.66%
2016	89	89	-	5,345	1.67%
2015	60	60	-	4,769	1.26%
2014	52	52	-	4,507	1.15%

Notes:

- 1) This schedule is intended to show information for ten years; however, data was unavailable prior to 2014. Additional years' information will be presented as it becomes available.

OTHER SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents

	Years Ended June 30,	
	2020	2019
	(in thousands)	
Schedule 1		
Revenues:		
Tolls	\$ 451,894	\$ 463,236
Fees tied to revenue collection	12,140	9,917
Transponder sales	820	648
Other operating	1,778	1,482
Interest	10,817	6,458
Miscellaneous	732	914
Total revenues	478,181	482,655
Expenses:		
Operations	64,937	62,123
Maintenance	18,022	17,753
Administration	8,910	8,447
Other operating	3,580	3,317
Total expenses	95,449	91,640
Add deposits into OMA reserve	756	1,086
Less advances allowable for operations and maintenance expenses received from FDOT	(7,601)	(7,041)
Net expenses	88,604	85,685
Net revenues, as defined, inclusive of advances received from the FDOT	\$ 389,577	\$ 396,970
Senior lien debt service payments	\$ 192,866	\$ 170,170
Senior lien debt service ratio of net revenues to debt service payments	2.02	2.33
Subordinate Payments		
SunTrust Bank Loan Payment	7,555	7,473
Total Subordinate Payments	\$ 7,555	\$ 7,473
Subordinate Debt Service Ratio*	1.94	2.23

*These calculations are done according to the Master Subordinate Lien Resolution.

Note: Revenues and expenses are presented on this schedule on the accrual basis in accordance with accounting principles generally accepted in the United States of America. Certain amounts included on the statement of revenues, expenses, and changes in net position are not part of net revenues, as defined, and are, therefore, excluded from this schedule.

**REPORTS ON COMPLIANCE
AND INTERNAL CONTROL**



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority (“CFX”) as of and for the year ended June 30, 2020, and have issued our report thereon dated October 27, 2020.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered CFX’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFX’s internal control. Accordingly, we do not express an opinion on the effectiveness of CFX’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Members of the
Central Florida Expressway Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether CFX's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General*, we reported certain matters to management in a separate management letter and Independent Accountant's Report dated October 27, 2020.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CFX's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 27, 2020



Certified Public Accountants

**INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH BOND COVENANTS**

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority ("CFX") as of and for the year ended June 30, 2020, and have issued our report thereon dated October 27, 2020.

Other Matter

In connection with our audit, nothing came to our attention that caused us to believe that CFX failed to comply with the terms, covenants, provisions, or conditions of Sections 5.2, 5.5 to 5.7, 5.9, 5.10, 5.12, and 5.17, inclusive of the Amended and Restated Master Bond Resolution dated February 3, 2003, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding CFX's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Amended and Restated Master Bond Resolution, insofar as they relate to accounting matters.

Restricted Use Relating to the Other Matter

This communication related to compliance with the aforementioned Amended and Restated Master Bond Resolution and is intended solely for the information and use of CFX members, management, and the bondholders and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 27, 2020



INDEPENDENT ACCOUNTANT'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have examined the compliance of the Central Florida Expressway Authority ("CFX") with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended June 30, 2020. Management is responsible for CFX's compliance with those requirements. Our responsibility is to express an opinion on CFX's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about CFX's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on CFX's compliance with specified requirements.

In our opinion, CFX complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2020.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 27, 2020



Certified Public Accountants

MANAGEMENT LETTER

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of Central Florida Expressway Authority (“CFX”) as of and for the fiscal year ended June 30, 2020, and have issued our report thereon dated October 27, 2020.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Governmental Auditing Standards*; Independent Auditor’s Report on Compliance with Bond Covenants; and Independent Accountant’s Report on an examination conducted in accordance with AICPA *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated October 27, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

To the Members of the
Central Florida Expressway Authority

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and report the results of our determination as to whether or not CFX has met one or more of the conditions described in Section 218.503(1), *Florida Statutes*, and identification of the specific condition(s) met. In connection with our audit, we determined that CFX did not meet any of the conditions described in Section 218.503(1), *Florida Statutes*.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for CFX. It is management's responsibility to monitor CFX's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), *Florida Statutes*. There were no special district component units that were required to provide financial information to CFX for the fiscal year ended June 30, 2020.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the members of CFX's Board, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 27, 2020

F. 4.

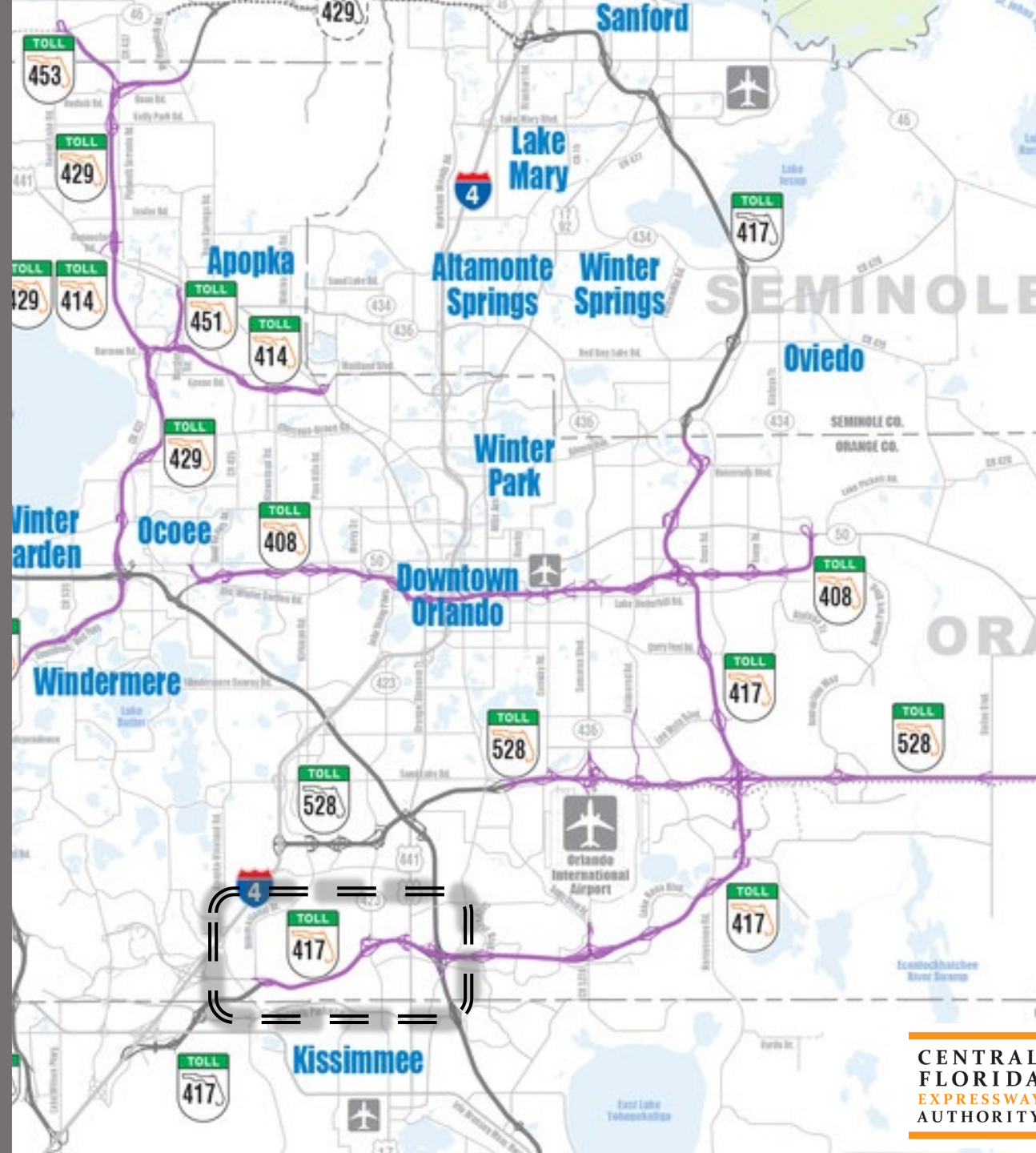
A wide-angle photograph of a highway construction site at sunset. The sky is a mix of orange, yellow, and purple. In the foreground, a large, light-colored concrete pillar stands on the left. A red crane is positioned in the middle ground. To the right, another concrete pillar is under construction, surrounded by a complex network of black steel scaffolding. In the background, a multi-lane highway with several lanes of traffic is visible. A green highway sign with white text is positioned above the road. The overall scene is one of active construction during the 'golden hour' of the day.

**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

SR 417 Widening from International Drive to John Young Parkway
Will Hawthorne, PE, Director of Engineering
— November 12, 2020 —

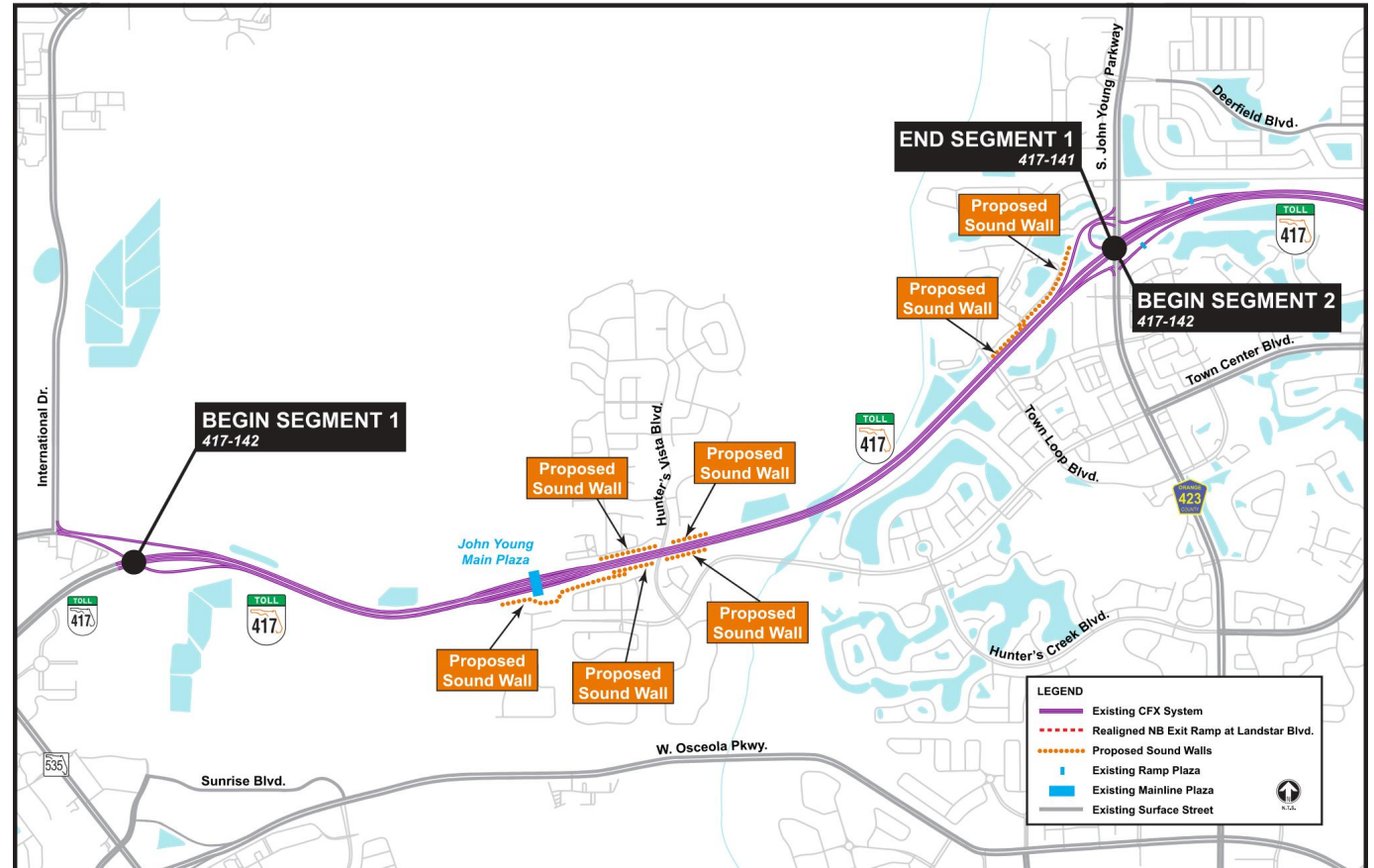
SR 417 Widening from International Drive to John Young Parkway

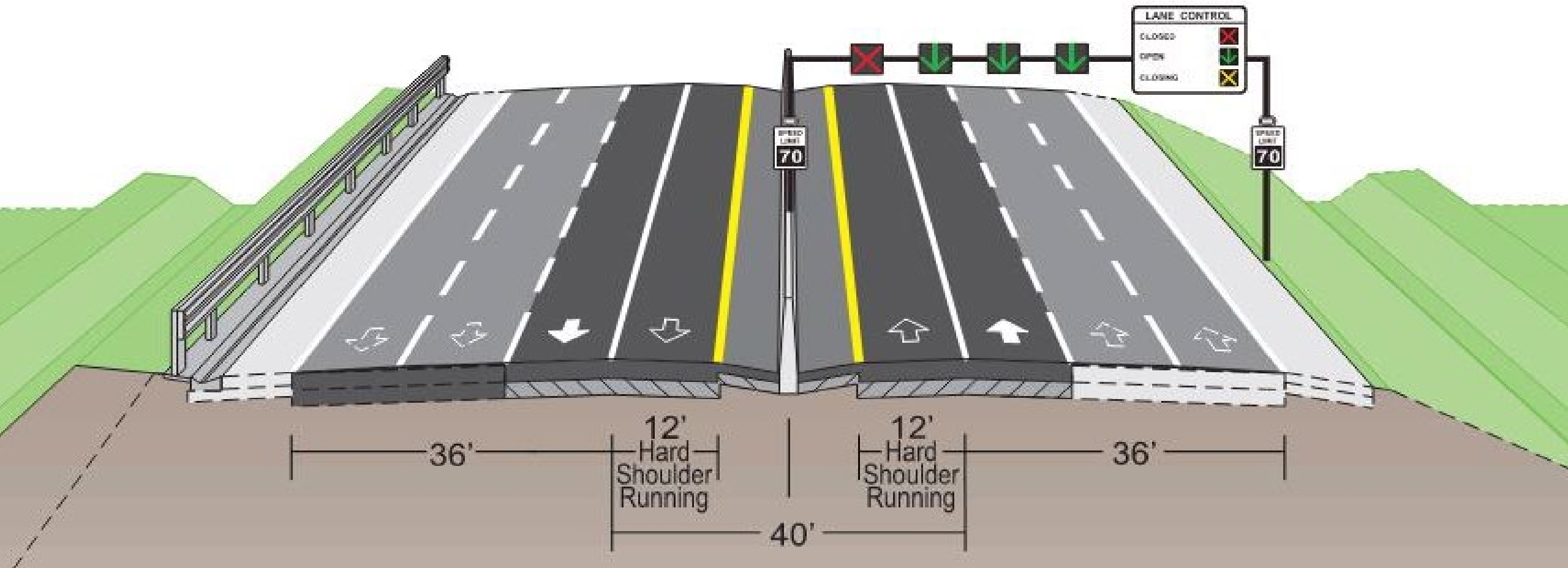
- Opened to Traffic in 1994
- 1st Electronic Express Lanes
- 5 Year Traffic Growth → *92% Increase*
- First of Five Projects
- Design Began → June 2018



Corridor Features

- 4 Miles
- Median Widening 4 to 6 Lanes
- 4 Bridge Widenings
 - *828' Bridge over Shingle Creek*
- 7 Sound Walls
- Part Time Shoulder Usage (PTSU) Ready





Project Timeline

- Anticipated Notice to Proceed – January 2021
- Projected Completion – Fall 2023



Bids Received

Hubbard Construction Company	\$81,671,607.60
Sacyr	\$82,525,896.00
The Middlesex Corporation	\$84,873,884.04
The Lane Construction Company	\$90,015,411.38
Prince Contracting, LLC	\$94,991,417.00
Jr. Davis Construction Company, Inc.	\$109,953,064.55

Engineers Estimate: \$77,593,190.19

Work Plan Estimate: \$90,624,000.00

Recommended Motion

Board award of the contract to The Hubbard Construction Company for SR 417 Widening from International Drive to John Young Parkway in the amount of \$81,671,607.60.

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
HUBBARD CONSTRUCTION COMPANY**

**SR 417 WIDENING FROM INTERNATIONAL DRIVE
TO JOHN YOUNG PARKWAY**

**PROJECT NO. 417-141
CONTRACT NO. 001721**

**CONTRACT DATE: NOVEMBER 12, 2020
CONTRACT AMOUNT: \$81,671,607.60**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

**SR 417 WIDENING FROM INTERNATIONAL DRIVE
TO JOHN YOUNG PARKWAY**

**PROJECT NO. 417-141
CONTRACT NO. 001721**

NOVEMBER 2020

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SP	SPECIAL PROVISIONS	SP-1 to SP-61
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TSP	TECHNICAL SPECIAL PROVISIONS	TSP-1 to TSP-58
	(See Technical Special Provisions Table of Contents for listing of individual specifications sections.)	
	Addendum No. 1	Addendum No. 2
	Addendum No. 3	Addendum No. 3A
	Addendum No. 4	Addendum No. 5
	Addendum No. 6	
P	PROPOSAL	P-1 to P-18
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PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4
Plans		

CONTRACT

This Contract No. 001721 (the "Contract"), made this 12th day of November 2020, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Hubbard Construction Company, of 1936 Lee Road, Winter Park, FL. 32789, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 417-141, SR 417 Widening from International Drive to John Young Parkway, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 900 calendar days. The Contract Amount is \$81,671,607.60. This Contract was awarded by the Governing Board of CFX at its meeting on November 12, 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: _____

HUBBARD CONSTRUCTION COMPANY

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.

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Payment for burden shall be limited solely to the following:

Table 2.3.2.1

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

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

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

- (1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,
- (2) Actual Rate for items listed in Table 2.3.2.1,
- (3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- (4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

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

- (b) **Materials and Supplies:** For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges

(exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

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

Allowable Equipment Rates will be established as set out below:

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

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

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

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

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

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

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

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

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

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work 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.

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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 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.

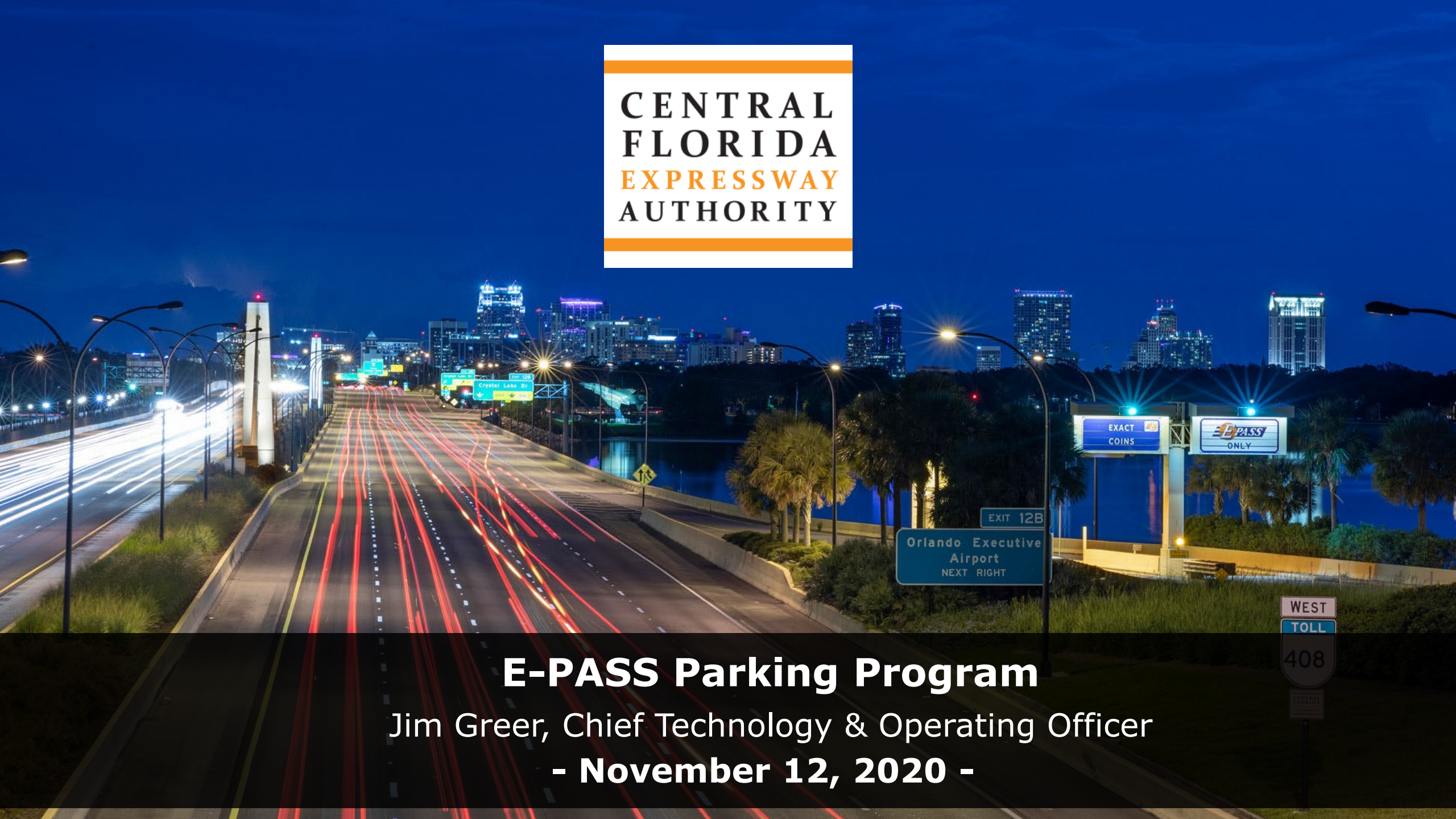
3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

Disputes review meetings shall be at the time and frequency mutually agreed to by CFX and Contractor.

F. 5.



CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



E-PASS Parking Program

Jim Greer, Chief Technology & Operating Officer

- November 12, 2020 -

Background

- E-PASS Parking Program - November 2003 at Orlando International Airport (OIA)
- FY 2019 nearly 221,000 OIA E-Pass parking transactions
- Testing new real-time process to improve speed and accuracy



E-PASS Parking Program

- Benefits include faster vehicle parking entry and exit
- Canaveral Port Authority Board approved the agreement – 10/28/2020



Future Opportunities

- Orlando-Sanford International Airport
- Explore other opportunities



Recommended Motion

Approval of Interlocal Agreement for Electronic Parking Fee Collection between the Central Florida Expressway Authority (CFX) and Canaveral Port Authority (CPA).

**INTERLOCAL AGREEMENT FOR
ELECTRONIC PARKING FEE COLLECTION**

This Interlocal Agreement for Electronic Parking Fee Collection (“Agreement”) is entered into this ____ day of _____, 2020, between the Central Florida Expressway Authority (hereinafter referred to as “CFX”), a body politic and corporate and an agency of the state of Florida, created by Part III of Chapter 348, Florida Statutes, whose principal address is 4974 ORL Tower, Orlando, Florida 32807 and CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, whose principal address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (hereinafter referred to as “Port Canaveral”) and who collectively will be referred to as “the Parties.”

RECITALS

WHEREAS, Port Canaveral is responsible for the operation and the maintenance of Port Canaveral, a premier maritime gateway (and hereinafter referred to as the “Port”), consisting of, among other things parking facilities; and,

WHEREAS, CFX and Port Canaveral seek to enter into an Agreement for the Operation and Management of the parking facilities; and,

WHEREAS, pursuant to Section 348.754(1), Florida Statutes, CFX has the right to construct, improve, maintain, operate, own, and lease the Central Florida Expressway System; and,

WHEREAS, pursuant to Section 348.754(2), Florida Statutes, CFX may exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of the stated purposes, including the authority to make contracts and to do all things necessary or convenient for conducting its business; and,

WHEREAS, CFX operates a system of electronic toll collection known as E-PASS®; and,

WHEREAS, it is in the mutual interests of the Parties to implement an electronic parking fee collection system that is interoperable with E-PASS® transponders; and,

WHEREAS, in accordance with Section 163.01, Florida Statutes, including subsections (5) and (8), the Parties intend to jointly implement an electronic parking fee collection system that is interoperable with E-PASS® (“the Project”); and,

WHEREAS, the Parties do not intend for the electronic payment of parking fees to be considered as toll transactions and each Party reserves its respective statutory powers and autonomy.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties hereby agree as follows:

1. Recitals. The above recitals are true and correct, form a material part of this Agreement, and are hereby incorporated by reference into the body of this Agreement.

2. Definitions.

Administrative Fees	The fees to be paid by Port Canaveral to CFX to cover the costs of processing electronic transactions, exclusive of any Credit Card Fees as defined herein.
Credit Card Fees	Fees imposed by third party vendors or contractors, such as banks or credit card companies to process payments by credit cards or similar means. Such fees are in addition and separate from Administrative Fees as defined herein.
E-PASS®	E-PASS® is an electronic payment system owned by CFX and is registered as an official CFX trademark.
Gross Parking Revenues	Total revenues collected for all parking activities during a set period of time as agreed upon by the parties (e.g. weekly, monthly, etc.).
Net Parking Revenues	The Gross Parking Revenues collected minus any expenses incurred or fees assessed, including any Administrative Fees or Credit Card Fees.
Reconciliation	The process whereby the Parties resolve any discrepancies in Net Parking Revenues to be transferred for a set period of time as agreed upon by the Parties.
Settlement	The transfer of Net Parking Revenues in U.S. dollars by CFX to Port Canaveral, for Valid Transponder Transactions that occur at Port Canaveral's parking facilities.
Valid Transponder	A transponder that is authorized by CFX.

3. Scope. CFX will offer E-PASS® as a payment option for parking transactions at the Port. CFX will provide the Automatic Vehicle Identification technology (a system that reads E-PASS® transponders and hereinafter referred to as "AVI"), which will interface with Port Canaveral's or its contractor's system to generate E-PASS® parking transactions. The transactions will be transmitted to CFX for processing per the terms set forth herein.

4. Signage. Signage is crucial to direct customers to use the system properly. CFX and Port Canaveral will work together to approve appropriate signage at Port Canaveral's expense.

5. Customer Information.

a. Neither Party shall disclose or be required to disclose customer account information to any person or entity for any purpose other than collecting parking fees, as necessary for Reconciliation and Settlement, the enforcement of parking policies, or as otherwise required by law. Neither Party shall, nor shall they allow their vendors, to sell or provide to any third party the customer data of the other Party to this Agreement. Upon a written request by Port Canaveral, CFX shall provide general geographical information regarding its customer accounts for the purpose of enabling Port Canaveral an opportunity to analyze the geographical distribution of users of its parking facilities. Such information shall be provided at reasonable cost within twenty (20) business days of receipt of the written request.

b. Pursuant to Section 338.155(6), Florida Statutes, certain personal identifying customer information is exempt from public disclosure under Section 119.07(1), Florida Statutes, and Article I, Section 24 (a), of the Florida Constitution. Additionally, section 316.0777, Florida Statutes, provides that "images and data containing or providing personal identifying information obtained through the use of an automated license plate recognition system" is confidential and exempt from public disclosure under section 119.07(1), Florida Statutes, and Article I, Section 24(a), of the Florida Constitution.

c. Subject to the requirements of Section 119.07, Florida Statutes, the General Data Protection Regulation, as applicable, and other laws, rules and regulations, the Parties agree to implement any additional identity and data safeguards that are necessary to maintain CFX's compliance with Payment Card Industry standards and applicable rules, regulations, and laws.

d. The Parties further acknowledge that certain information in possession of the Parties from time to time in connection with this Agreement may constitute sensitive security information that may be exempt and/or prohibited from public disclosure pursuant to federal or state laws including, without limitation Title 49, Part 1520 of the Code of Federal Regulations and Sections 311.13, 119.071(3), and 281.301 of the Florida Statutes.

e. To the extent allowed by law, the Parties shall cooperate in good faith to keep confidential all such information in possession of the Parties from time to time. The public records custodians of the Parties shall cooperate to coordinate responses to all requests for public records related to this Agreement so that each Party shall have the opportunity to determine whether such requested information is exempt or prohibited from disclosure. Any Party asserting that records requested are exempt or prohibited from disclosure shall set forth the basis in writing and shall be responsible for seeking protection of such information.

f. The Parties' responsibilities with respect to the other Party's customer account information, shall continue as valid and enforceable notwithstanding any termination of this Agreement.

6. Term. This Agreement shall remain in force and effect from the date of execution of this Agreement for a period of five (5) years. Thereafter, the Agreement will automatically renew for up to three (3) additional five (5) year terms, unless otherwise terminated as provided herein. The Administrative Fees may be reviewed annually. Any adjustment to the Administrative Fees shall be mutually agreed upon and shall require written approval by the Parties.

7. Design and Implementation. Port Canaveral will provide the design, hardware and installation required to implement the Project at Port Canaveral. Port Canaveral and its contractor will work with CFX to integrate Port Canaveral's system. Each Party shall designate a representative, who shall prepare a mutually agreed upon Design and Project Plan. The Parties shall work together to develop the AVI system interface to Port Canaveral's Parking and Revenue Control System as set forth herein. However, the Parties shall be responsible for their portion of the interface as set forth below:

- a. CFX is responsible for the following:
 - i. Grant access to Port Canaveral or its contractor to an API to integrate to the CFX Back Office System.
 - ii. Provide customer service and support for E-PASS® accounts.
 - iii. Cooperate with Port Canaveral to resolve customer disputed charges in accordance with the CFX-Port Canaveral Parking Adjustment Procedures agreed to in writing by the Parties, as may be amended from time to time.
- b. Port Canaveral is responsible for the following:
 - i. Design, installation, maintenance or support of Parking and Access Control Systems assumed to be provided by a contractor as designated by Port Canaveral and agreed upon by CFX.
 - ii. Design, installation, maintenance or support of credit card or cash payment systems utilized in addition to E-PASS®.
 - iii. Design, installation, maintenance or support of any 3rd party hardware, software or services not included in the statement of work.
 - iv. Network VPN or Carrier MPLS services between CFX and Port Canaveral's data center.
 - v. Alternate entry/exit methods or payment channels during system downtime.
 - vi. On-site parking customer support.

- vii. Cooperate with CFX to resolve customer disputed charges in accordance with the CFX-Port Canaveral Parking Adjustment Procedures agreed to in writing by the Parties, as may be amended from time to time.
- viii. Port Canaveral remains responsible for the Port property, including the Parking Facilities and all other facilities.

8. Administrative Fees. CFX and Port Canaveral agree that an Administrative Fee of \$0.10 per transaction will be collected by CFX to pay for the ongoing operation of processing and administration of the system.

9. Operation and Maintenance. Port Canaveral is responsible for the operation and maintenance of the electronic AVI system. Maintenance of the software and hardware will be provided by Port Canaveral or its designated contractor.

10. Account Settlement Process

a. CFX will transfer the Net Parking Revenues due for Valid Transponder Transactions to Port Canaveral at least weekly. These Net Parking Revenues will be shown as Gross Parking Revenues less any adjustments. All transfers will be calculated on a net basis with CFX deducting credit card fees, administrative fees, duplicate transactions, credit card charge backs, and wire transfer fees from the Gross Parking Revenues prior to transfer. The Gross Parking Revenues, as well as all amounts netted against Gross Parking Revenues, shall be disclosed and reconciled between Parties. Documentation supporting the amount of both the Gross Parking Revenues and the deductions shall be available upon request for audit for a period of four (4) years or longer if required by law. The Parties agree and understand that Credit Card Fees shall be deducted from the Gross Parking Revenues collected prior to settlement. Due to timing required for full reconciliation of actual Credit Card Fees, the Parties have established a mutually acceptable working credit card fee of 2%. The mutually acceptable working Credit Card Fees will be used during the weekly settlement process with a net reconciliation of actual Credit Card Fees done on a monthly basis to adjust for any discrepancies between the mutually acceptable Credit Card Fees and the actual Credit Card Fees.

b. Records and Audit. The Parties shall maintain for a period of four (4) years, or longer if required by law, records of accurate Gross Parking Revenues and the deductions and related records in a form consistent with generally accepted accounting principles. The Parties shall maintain such records which would normally be examined by an independent certified public accountant in performing an examination of the Parties' reporting of such electronic parking transactions in accordance with generally accepted auditing standards and the provisions of this Agreement. Such records may be in the form of (a) electronic media compatible with the computers available to all of the Parties, or (b) a computer-run hard copy. Each Party shall have the right, upon reasonable written notice to the other Party and at the sole cost of the Party making the request to examine or designate a representative to audit or examine the books and records and computerized accounting systems of the other Party which relate to transactions under this

Agreement. Such audit shall include, but is not limited to, a review of the general input, processing and output controls, information systems, using read only access, for all computer applications used to record financial transactions and information. The Parties' rights of audit and corresponding duty to maintain records under this Paragraph 10(b) shall survive for four (4) years after the expiration or earlier termination of this Agreement. In the event of any dispute, claim, or litigation arising hereunder and commencing prior to termination of this records maintenance requirement, all Parties shall maintain all such records, in the manner set forth herein, until the final resolution of such dispute, claim, or litigation, including all stages and related proceedings. In the event of any conflict between any provision of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control, even where this Agreement references such principles or standards. In particular, without limitation, the Parties shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such generally accepted accounting principles or generally accepted auditing standards.

c. CFX will settle and reconcile its accounts weekly and monthly and distribute revenue at least weekly. If any audit reveals over-remittance or under-remittance of revenue, the Parties shall adjust their accounts and redistribute revenue to reconcile the balance within sixty (60) days of receiving written notice of such discrepancy. If any Party that is financially affected by a finding of discrepancy (whether for payment made or received) disputes any such discrepancy, Settlement shall be stayed for thirty (30) days, to allow the disputing Party to conduct a separate audit at its expense, regardless of whether the Party conducting a separate audit is the Party whose records were originally audited, or is the Party who initiated an original audit of another Party's records. If the two audits (or more) are inconsistent with each other, the Parties shall either reconcile the discrepancy according to one or the other of the audits or utilize the Dispute Resolution procedures set forth in Paragraph 13 herein.

d. Valid Transponder transactions obligate CFX to transfer the correct fee to Port Canaveral.

e. CFX may issue non-revenue transponders to certain military and emergency personnel, and other persons as provided in section 338.155, Florida Statutes. During the term of this Agreement, CFX's E-PASS® Customer Agreement shall contain a provision the scope of which prohibits the use of non-revenue transponders for payment of parking fees at Port Canaveral and informs E-PASS® customers that (i) transponder readers at Port Canaveral's facilities may not operate for non-revenue transponders, and (ii) users of non-revenue transponders shall not attempt unauthorized use of a non-revenue transponder at Port Canaveral's facilities. Such language in the E-PASS® Customer Agreement may be specific to Port Canaveral only or general with regard to all or some parking facilities, the scope of which shall include Port Canaveral.

11. Rights and Benefits. This Agreement is solely for the benefit of the Parties and is not intended to, nor should it be construed to, create any rights in any person or entity not a party to this Agreement. A Party may not assign any portion of this Agreement without written consent of all Parties. Parties shall not allow or permit the use of transponders issued by a non-Party (e.g.,

transponders issued by 3rd party resellers) in parking transactions without the prior written consent of all Parties.

12. Use of Marks. No Party shall use the other Party's logo(s), facilities, or other protected property without the other Party's written permission.

13. Dispute Resolution. Each Party agrees to proactively and in good faith resolve issues arising out of this Agreement in a timely manner. If a conflict is not resolved within sixty (60) days of the Party's receipt of notice of the dispute or issue, or such other time as agreed to in writing by all of the Parties, the Parties agree to resolution by a qualified neutral mediator selected from a list of circuit court mediators who have met the training and educational requirements established by the Florida Supreme Court. No demand for or pursuit of mediation may be made on any claim for which the applicable statute of limitations has run. If the Parties fail to agree on the selection of a neutral mediator, then the Parties agree that each Party will select its own mediator and both mediators shall preside over a mediation to be held within one hundred twenty (120) days of the receipt of notice of the dispute or issue, or such other time as agreed to in writing. The Parties shall work through the mediator to identify issues, to foster joint problem solving, and to explore settlement options. The mediator's compensation shall be borne equally by the Parties. This section is an express condition precedent to arbitration proceedings.

14. Attorneys' Fees. In the course of any claim, dispute, or proceeding arising hereunder, each participating Party shall pay its own attorneys' fees.

15. Default. Any Party shall be deemed to be in default if it: (i) fails to make full payment when due; (ii) breaches any term, covenant, or obligation of this Agreement, and such breach is not remedied within sixty (60) days of receipt of a written notice from any other Party specifying the nature of the breach; or (iii) fails to abide by the resolution of issues as set forth in Paragraph 13 above. The Party in default shall pay affected Party, upon request, reasonable costs incurred by affected Party to prevent or cure the default, and all arrearage in payments due.

16. Termination.

a. For convenience. This Agreement may be terminated for convenience at any time by either Party with 120 days' prior written notice to the other Party.

b. For cause. This Agreement may be terminated by the non-Defaulting Party, if the other Party fails to remedy a Default within sixty (60) days ("Cure Period"). A Notice of Termination may be sent after an unsuccessful Cure Period, which termination date will be effective as set forth in the Notice of Termination.

c. Winding Up Period. Once a Notice of Termination (either for convenience or for cause) is given, agreed upon, or issued after an unsuccessful Cure Period, all Parties will be required to continue to participate for winding up as specified in the Notice of Termination and to allow for the removal, at CFX's sole cost and expense, of CFX property paid for solely by CFX,

if any. Each Party's payment obligations survive the termination of this Agreement until all amounts due and payable are paid, provided the terminating Party has fulfilled all prerequisites for termination.

17. Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000

With a copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

Port Canaveral: CANAVERAL PORT AUTHORITY
445 Challenger Road, Suite 301
Cape Canaveral, Florida 32920
Attn: Port Director/CEO
Telephone: (321) 783-7831

With a copy to: CANAVERAL PORT AUTHORITY
445 Challenger Road, Suite 301
Cape Canaveral, Florida 32920
Attn: General Counsel
Telephone: (321) 783-7831

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The Parties agree to notify all other Parties prior to implementation of program, system, or operational changes which may materially affect any part of this Agreement.

18. Entire Agreement. This Agreement supersedes all previous communication, representations, or agreements, either oral or written, among and between the Parties. In the event of any conflict between the specific provisions of this Agreement, the specific provisions of this Agreement shall control.

19. Modification. This Agreement shall not be subject to oral modification. Any modification of this Agreement shall be in writing and signed by all Parties. The forgiveness by any Party of any term or condition hereof shall not constitute a waiver thereof.

20. Choice of Law; Venue. It is the desire and intention of the Parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the State of Florida. The Parties consent to the *exclusive* jurisdiction of the courts located in Brevard County, Florida, or Orange County, Florida, as permitted by Florida law. This paragraph shall survive the term or termination of this Agreement.

21. Severability. If any provision(s) of this Agreement shall be adjudicated void, invalid or unenforceable, the remaining provisions shall remain in full force and effect if the remainder of the Agreement can be carried out effectively. Factors determining effectiveness of continuing the remainder of the Agreement include without limitation physical practicality, cost of continuance, and other factors depending on what constitutes the remainder of the Agreement. The Parties shall work in good faith to operate under the remainder of the Agreement as originally intended, particularly with respect to costs, liabilities, and obligations. If continuing the remainder of the Agreement would result in a material increase in costs, liabilities, or obligations, for any Party, over and above the Party's original anticipated costs, the Agreement may be terminated.

22. No Partnership or Joint Venture. No Party hereto shall by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner, a joint venture partner, or a member of a joint enterprise with any other Party or Parties in the conduct of business described herein. No Party shall be bound by any acts or conduct of any other Party except maybe as provided in separate agreements between Parties. Any and all claims that may arise from customers, employees, and or agents of one Party shall remain with that Party and be the sole obligation and responsibility of that Party.

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

24. Force Majeure. No Party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of military authorities, pandemics, power failure, telecommunications failure, fire, floods, hurricanes, severe adverse weather conditions, sinkholes, earthquakes, accidents or strikes, provided that such Party gives prompt written notice thereof to the other Party.

25. Immunity from Liability. Nothing contained in this Agreement shall be construed as a waiver or attempt at a waiver by either Party of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.

26. Filing. Pursuant to Section 163.01(11), Florida Statutes, this Agreement will be filed with the clerk of the circuit court of each county where a Party to the agreement is located.

27. Counterparts. This MOU may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several originals by their respective officials duly authorized to do so.

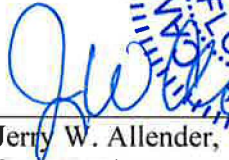
**“Port Canaveral”
Canaveral Port Authority**

By: 

Micah Loyd, Chairman

Date: October 28, 2020



Attest: 

Jerry W. Allender,
Secretary/Treasurer

**“CFX”
Central Florida Expressway Authority**

By: _____
Chairman

Date: _____

Attest: _____
Regla (“Mimi”) Lamaute
Recording Clerk

**Approved for Execution
in Reliance by CFX Only**

By: Woody Rodriguez
General Counsel